

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 93 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. HDTRA1-16-R-0011		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 17 Jun 2016		6. REQUISITION/PURCHASE NO. J3ON16243			
7. ISSUED BY DEFENSE THREAT REDUCTION AGENCY/J4C 8725 JOHN J. KINGMAN ROAD, MSC 6201 FORT BELVOIR VA 22060-6201				CODE HDTRA1		8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE			
TEL: FAX:						TEL: FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Section L&amp;M</u> until <u>12:00 PM</u> local time <u>20 Jul 2016</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME SARA TONI		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 703-767-7881				C. E-MAIL ADDRESS sara.j.toni.civ@mail.mil			
<b>11. TABLE OF CONTENTS</b>											
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)		
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X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES		38 - 45		
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Advisory &amp; Assistance Services (O&amp;M)</p> <p>CPFF</p> <p>The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: J3ON16243</p>				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Advisory &amp; Assistance Services (R&amp;D)</p> <p>CPFF</p> <p>The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.</p> <p>FOB: Destination</p>				
ESTIMATED COST					
FIXED FEE					
TOTAL EST COST + FEE					

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

A &amp; AS Travel (O&amp;M)

COST

All travel will be performed in IAW with the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004

A &amp; AS Travel (R&amp;D)

COST

All travel will be performed in IAW the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001					
OPTION	Advisory & Assistance Services (O&M)				

CPFF

The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002					
OPTION	Advisory & Assistance Services (R&D)				

CPFF

The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	A & AS Travel (O&M)				
OPTION	COST				

All travel will be performed in IAW with the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	A & AS Travel (R&D)				
OPTION	COST				

All travel will be performed in IAW the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001					
OPTION	Advisory & Assistance Services (O&M)				

CPFF

The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002					
OPTION	Advisory & Assistance Services (R&D)				

CPFF

The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	A & AS Travel (O&M)				
OPTION	COST				

All travel will be performed in IAW with the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	A & AS Travel (R&D)				
OPTION	COST				

All travel will be performed in IAW the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001					
OPTION	Advisory & Assistance Services (O&M)				

CPFF

The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002					
OPTION	Advisory & Assistance Services (R&D)				

CPFF

The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

PSC Code: R499



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	A & AS Travel (O&M)				
OPTION					

COST

All travel will be performed in IAW with the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	A & AS Travel (R&D)				
OPTION					

COST

All travel will be performed in IAW the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001					
OPTION	Advisory & Assistance Services (O&M)				

CPFF

The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002					
OPTION	Advisory & Assistance Services (R&D)				

CPFF

The contractor shall provide fully integrated Advisory and Assistance support services to the J10 Directorate in support of the Nuclear Enterprise Support as set forth in Attachment 1, Performance Work Statement (PWS) dated 1 June 2016.

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	A & AS Travel (O&M)				
OPTION					

COST

All travel will be performed in IAW with the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	A & AS Travel (R&D)				
OPTION					

COST

All travel will be performed in IAW the Performance Work Statement.

FOB: Destination

ESTIMATED COST

PSC Code: R499

CLAUSES INCORPORATED BY FULL TEXT

**252.216-9000 LEVEL OF EFFORT (AUG 2010)**

a. This Contract is a term form of contract within the meaning of FAR 16.306(d)(2). The Contractor shall devote the following level(s) of effort during the below listed time period(s):

**LEVEL(S) OF EFFORT****TIME PERIOD**

b. Deviation(s) downward in any of the level(s) indicated above, within **10 percent**, will have no effect on any other provision of this Contract, including the fixed fee as part of the consideration.

c. At any time that the Contractor has reason to believe that the deviation permitted by Paragraph b. above will be exceeded, the Contractor shall so advise the Contracting Officer for the purpose of obtaining his written consent to such deviation, or negotiating the appropriate change(s) to the cost, fixed fee, or contract period.

d. Prior to final payment of any amount of fixed fee due the Contractor hereunder, the Contractor shall provide to the Contracting Officer a certification that he has exerted the level(s) of effort required by Paragraphs a. and b., as from time-to-time amended, or as changed by written approval of the Contracting Officer.

***TBD at award for the level of effort and time period***

*(End of Clause)*

Section C - Descriptions and Specifications

**DESCRIPTION AND SPECIFICATION**

The Contractor shall provide the supplies and/or services set forth in Section B, in accordance with the following:

- a. Defense Threat Reduction Agency Contract Performance Work Statement entitled, “Advisory and Assistance Services Support to the J10 Nuclear Enterprise Support Directorate Organizations” Dated 1 June 2016, Attachment 1 to this Solicitation.
- b. DoD Contract Security Classification Specification (DD Form 254).

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 06-FEB-2017 TO 05-FEB-2018	N/A	N/A FOB: Destination	
0002	POP 06-FEB-2017 TO 05-FEB-2018	N/A	N/A FOB: Destination	
0003	POP 06-FEB-2017 TO 05-FEB-2018	N/A	N/A FOB: Destination	
0004	POP 06-FEB-2017 TO 05-FEB-2018	N/A	N/A FOB: Destination	
1001	POP 06-FEB-2018 TO 05-FEB-2019	N/A	N/A FOB: Destination	
1002	POP 06-FEB-2018 TO 05-FEB-2019	N/A	N/A FOB: Destination	
1003	POP 06-FEB-2018 TO 05-FEB-2019	N/A	N/A FOB: Destination	
1004	POP 06-FEB-2018 TO 05-FEB-2019	N/A	N/A FOB: Destination	
2001	POP 06-FEB-2019 TO 05-FEB-2020	N/A	N/A FOB: Destination	
2002	POP 06-FEB-2019 TO 05-FEB-2020	N/A	N/A FOB: Destination	
2003	POP 06-FEB-2019 TO 05-FEB-2020	N/A	N/A FOB: Destination	
2004	POP 06-FEB-2019 TO 05-FEB-2020	N/A	N/A FOB: Destination	
3001	POP 06-FEB-2020 TO 05-FEB-2021	N/A	N/A FOB: Destination	
3002	POP 06-FEB-2020 TO 05-FEB-2021	N/A	N/A FOB: Destination	

3003	POP 06-FEB-2020 TO 05-FEB-2021	N/A	N/A FOB: Destination
3004	POP 06-FEB-2020 TO 05-FEB-2021	N/A	N/A FOB: Destination
4001	POP 06-FEB-2021 TO 05-FEB-2022	N/A	N/A FOB: Destination
4002	POP 06-FEB-2021 TO 05-FEB-2022	N/A	N/A FOB: Destination
4003	POP 06-FEB-2021 TO 05-FEB-2022	N/A	N/A FOB: Destination
4004	POP 06-FEB-2021 TO 05-FEB-2022	N/A	N/A FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991



Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0004	Line Item Specific: by Fiscal Year	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.242-7004	Material Management And Accounting System	MAY 2011

CLAUSES INCORPORATED BY FULL TEXT

**252.216-9005 PROFIT OR FEE ON TRAVEL COSTS (JUL 2008)**

Travel shall not be a profit or fee bearing cost element.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-9000 CONTRACT FUNDING PROFILE (OCT 1998)

**To Be Completed at time of Award**

Subject to FAR Clause 52.232-22, Limitation of Funds, the amount of \$\_\_\_\_\_ is obligated for work to be performed during the period beginning with contract award and continuing through \_\_\_\_\_.  
Additional incremental funding planned, but not obligated, is:

FY\_\_\_\_\_ \$ \_\_\_\_\_  
FY\_\_\_\_\_ \$ \_\_\_\_\_  
FY\_\_\_\_\_ \$ \_\_\_\_\_  
FY\_\_\_\_\_ \$ \_\_\_\_\_

(End of clause)

252.232-9001 PRICES/COST

a. Subject to the provisions of the Clauses of this Contract entitled LIMITATION OF FUNDS, ALLOWABLE COST AND PAYMENT, and FIXED FEE, the total allowable cost under this Contract shall not exceed \$ \_\_\_\_\_ A \_\_\_\_\_, which is the total estimated cost of the Contractor's performance hereunder, exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$ \_\_\_\_\_ B \_\_\_\_\_ for the performance of this Contract. It is understood and agreed that the Government's obligation is limited to INCREMENTAL FUNDING in the amount of \$ \_\_\_\_\_ C \_\_\_\_\_. Within this amount (\$ \_\_\_\_\_ C \_\_\_\_\_), the fixed fee shall bear the same relationship to the total fixed fee, as the costs incurred bear to the total estimated cost.

b. Interim payment vouchers may be submitted for provisional payment pursuant to the Clauses of this Contract entitled ALLOWABLE COST AND PAYMENT and FIXED FEE.

**\*\*To Be Specified at time of Award**

Fill in the dollar amounts as applicable:

A: \$ \_\_\_\_\_

B: \$ \_\_\_\_\_

C: \$ \_\_\_\_\_

252.232-9002 ACCOUNTING AND APPROPRIATION DATA

<u>CLIN</u>	<u>ACRN</u>	<u>ACCOUNTING AND APPROPRIATION DATA</u>	<u>AMOUNT</u>
0001	AA	TBD	\$TBD

**252.232-9012 - Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) formally (WAWF) – RECEIPT AND ACCEPTANCE (RA) INSTRUCTIONS (OCT 2015)**

(a) As prescribed in DFARS clause 252.232-7003 Electronic Submission of Payment Requests (Jun 2012), Contractors must submit payment requests in electronic form. Paper copies will no longer be accepted or processed for payment unless the conditions of DFARS clause 252.232-7003(c) apply. To facilitate this electronic submission, the Defense Threat Reduction Agency (DTRA) has implemented the DoD sanctioned Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) for contractors to submit electronic payment requests and receiving reports. The contractor shall submit electronic payment requests and receiving reports via (iRAPT). **Vendors shall send an email notification to the Contracting Officer Representative (COR), Program/Project Manager or other government acceptance official identified in the**

**contract by clicking on the Send Additional Email Notifications link upon every submission of an invoice/cost voucher in iRAPT. To access (iRAPT), go to <https://wawf.eb.mil>.**

**For questions, contact the DTRA iRAPT Team at [dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil](mailto:dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil).**

(b) Definitions:

**Acceptor:** Contracting Officer's Representative, Program/Project Manager, or other government acceptance official as identified in the contract/order.

**Pay Official:** Defense Finance and Accounting Service (DFAS) payment office identified in the contract/order.

**SHIP To/Service Acceptor DoDAAC:** Acceptor DoDAAC or DCMA DoDAAC (as specified in the contract/order).

**DCAA Auditor DoDAAC:** Needed when invoicing on cost-reimbursable contracts. (Go to [www.dcaa.mil](http://www.dcaa.mil) and click on the appropriate link under Locator to search for your DCAA DoDAAC.)

>>>>> For contracts that are administered by the **Office of Naval Research (ONR)**: <<<<<<  
Enter the ONR DoDAAC in the DCAA Auditor and Service Approver DoDAAC field in iRAPT.

(c) iRAPT Contractor Input Information:

The contractor shall use the following information in creating electronic payment requests in (iRAPT):

Invoice Type in iRAPT:

If billing for Cost Type/Reimbursable contracts (including T&M and LH), select "Cost Voucher"

If billing for Firm-Fixed Price (FFP) Materials Only, select "Combo"

If billing for FFP Materials and Service, select "Combo"

If billing for FFP Services Only, select "2-n-1 (Services Only)"

If the contract contains both FFP and Cost Type (including T&M and LH) line items, they must be invoiced separately on appropriate types mentioned above. Upon the written approval of the Project Manager or Contracting Officer's Representative, the contractor may invoice both line items in one type of invoice.

**For iRAPT Routing Information, See Table Below:**

Description	SF 26	SF 33	SF 1449	DD 1155
	Located in Block/Section			
Contract Number	2	2	2	1
Delivery Order	See Individual Order		4	2
CAGE Code	7	15a	17a	9
Pay DoDAAC	12	25	18a	15
Inspection	Section E (except SF 1449, See Entitled):			

	INSPECTION AND ACCEPTANCE			
Acceptance	Section E (except SF 1449, See Entitled): INSPECTION AND ACCEPTANCE			
Issue Date	3	5	3	3
Issue By DoDAAC	5	7	9	6
Admin DoDAAC	6	24	16	7
Ship To / Service Acceptor DoDAAC	6	24	16	7
Ship to Extension	Do Not Fill In			
Services or Supplies	Based on majority of requirement as determined by monetary value			
Final Invoice?	Do not change “N” (no) to “Y” (yes) unless this is the last invoice and the contract is ready for closeout.			

**(d) Final Invoices/Vouchers -Final Payment** shall be made in accordance with the Federal Acquisition Regulation (FAR) 52.216-7, entitled “Allowable Cost and Payment.”

**Invoices** - Invoice 2-n-1 (Services Only) and Invoice and Receiving Report (Combo)  
Select the “Y” selection from the “**Final Invoice?**” drop-down box when submitting the final invoice for payment for a contract. Upon successful submission of the final invoice, click on the ***Send Additional Email Notifications*** link to send an additional email notification to the Contracting Officer Representative (COR), Program/Project Manager or other government acceptance official identified in the contract.

**Final Cost Vouchers** - Once the final DCAA audit is complete for cost reimbursable contracts and authorization from DCAA is received, submit the final cost voucher to [dtra.belvoir.J4-8C.mbx.closeouts@mail.mil](mailto:dtra.belvoir.J4-8C.mbx.closeouts@mail.mil).

**\*\*DO NOT SUBMIT FINAL VOUCHERS (ENDING IN “Z”) VIA iRAPT, submit only to the e-mail listed above.**

(e) WAWF e-Business Suite Training may be accessed online at <https://wawftraining.eb.mil/wbt/>. To practice creating documents in iRAPT, visit the practice site at <https://wawftraining.eb.mil>. General DFAS information may be accessed using the DFAS website at <http://www.dfas.mil/>. Payment status information may be accessed using the myInvoice system at <https://wawf.eb.mil>. Your contract number and shipment/invoice number will be required to check status of your payment.

**Note:** For specific invoice related inquiries, email: [dtra.belvoir.j4-8c.mbx.vendor-pay@mail.mil](mailto:dtra.belvoir.j4-8c.mbx.vendor-pay@mail.mil). Vendors shall forward any additional DTRA related iRAPT questions to [dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil](mailto:dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil).

**(f) DCMA Administered Contract exceptions are as follows:****For iRAPT Routing Information, See Table Below:**

Description	SF 26	SF 33	SF 1449	DD 1155
	Located in Block/Section			
Ship To / Service Acceptor DoDAAC	5	24	16	6

***Final Cost Vouchers* - Once the final DCAA audit is complete for cost reimbursable contracts and authorization from DCAA is received, submit the final cost voucher to the DCMA Office identified on the contract.**

**Note2: For specific invoice related inquiries, please contact the DCMA office identified on the contract. Vendors shall forward any additional DTRA related iRAPT questions to [dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil](mailto:dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil).**

*End of clause*

## 252.237-9000 CONTRACT HOLIDAYS (JUN 2010)

(a) The price/costs in Section B of the contract include federal holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on the federal holiday.

(b) The following days are contract holidays:

New Year's Day	01 January
Martin Luther King's Birthday	Third Monday in January
President's day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	04 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(c) If a federal holiday listed above falls on a Saturday or Sunday, the official observance of the holiday will be on the previous Friday or the following Monday.

(End of Clause)



## Section H - Special Contract Requirements

H.1. TELEWORKING

During inclement weather or crisis, the Agency may authorize government employees to telework. Under the aforementioned situations, the Program Manager may authorize the contractor to telework to continue support of the mission in accordance with the Agency procedure that is in effect at that time. Further, in order for the contractor to telework, the contractor must have their DTRA furnished laptop and have unclassified work that can be performed outside of the DTRA office or at an authorized telework site. The contractor must have prior approval before commencing telework.

## CLAUSES INCORPORATED BY REFERENCE

52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.225-7985 (Deviation)	Contractor Personnel Performing in Support of Operation United Assistance (OUA) in the United States Africa Command (USAFRICOM) Theater of Operations (DEVIATION 2015-00003)	DEC 2014
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997

## CLAUSES INCORPORATED BY FULL TEXT

## 252.203-9000 Prohibition on the Use of Senior Mentors (JUNE 2010)

(a) The use of senior mentors by the Defense Threat Reduction Agency (DTRA) enhances the readiness of the Agency across a wide range of strategic, operational, joint, functional, technical, management and development mission areas. The relevant prior service, joint force experience, and unique expertise of these senior consultants provide senior leadership with valuable insights and contribute to the continuous improvement of the Agencies' operations.

(b) For the purposes of this clause, Senior Mentor is defined as a retired flag, general or other military officers (O-6) or retired senior civilian official (Senior Executive Service (SES), Senior Level (SL), Scientific and Professional (ST)) who provides expert experience-based mentoring, teaching, training, advice, and recommendations to senior military officers, staffs and students as they participate in war games, warfighting courses, operational planning, operational exercises, and decision-making exercises.

(c) In accordance with Secretary of Defense Memorandum entitled "Policy on Senior Mentors" dated April 1, 2010, DTRA will hire all senior mentors as highly qualified experts (HQE) under 5 U.S.C. 9903. This policy balances the need for DTRA to secure the specialized knowledge required for these operational exercises with the need to hire such experts in a manner that promotes public trust and confidence.

(d) The Contractor shall not include the use of senior mentors in bids or proposals for services/supplies offered to DTRA.

(e) The Contractor shall include the substance of this clause in all subcontracts.

(End of Clause)

#### 252.204-9003 Contractor Access to DTRA Facilities or Information Systems (AUG 2007)

Contractors requiring access to Defense Threat Reduction Agency (DTRA) facilities or information systems worldwide will be required to obtain a Common Access Card (CAC), and shall comply with the identity proofing, registration, and accreditation requirements provided by the DTRA Physical Security Branch, Security and Counterintelligence Directorate. Further information may be obtained by contacting the Physical Security Branch at 703-767-2972 or 7951.

#### 252.204-9006 - DTRC SPACE ALLOCATION (JUN 2013)

(a) DTRA will allocate 42 work spaces as indicated below for performance of this contract.

<u># of Spaces</u>	<u>Location (e.g. DTRC/DLA)</u>
Not to exceed 18	8725 John J. Kingman Road Fort Belvoir, VA 22060
Not to exceed 24	1680 Texas St. SE Kirtland AFB, NM 87117

(b) Onsite Contractor personnel may perform services in both Government-furnished classified and unclassified workspace facilities depending on the contract security requirements.

(End of Clause)

#### 252.209-9000 ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2011)

a. Purpose. The primary purpose of this Clause is to aid in ensuring that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this Contract, (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans



and actual or anticipated resources, and (3) by virtue of its access to proprietary information belonging to others, the Contractor does not obtain any unfair competitive advantage.

b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this Clause as prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the Contractor's performance of work under this Contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this Contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this Contract prepares a complete, or essentially complete, Statement of Work to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statement of Work or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this Contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of six (6) months after the completion of this Contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public, and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this Contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. A copy of each such written agreement shall be furnished to the Contracting Officer. In addition, the Contractor shall obtain from each employee who has access to proprietary data and Government information (defined in subparagraph b(2)) under this Contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this Contract.

c. Subcontracts: The Contractor shall include this Clause, including this paragraph, in consulting agreements and subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interests as that term is used in FAR Subpart 9.5.

(2) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed during this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or potential therefore) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that it is impossible to foresee each circumstance to which this clause might be applied in the future and that the clause has effect which will survive the performance of this contract. Accordingly, the Contractor may at any time seek a waiver from the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Head of Contracting Activity will grant such a waiver in writing.

f. Modifications: Prior to a contract modification, when the Statement of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request, and the Contractor is required to submit, either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

g. Termination: The restrictions imposed by paragraph b(1) of this clause will terminate one year after final payment on this contract. Restrictions upon use of government information and the requirement to protect proprietary information are permanent.

h. If an OCI mitigation plan is incorporated into the contract, the detailed implementation of the requirements of this clause is in the Contractor's OCI mitigation plan attached to this contract.

252.215-9004 KEY PERSONNEL (AUG 2012)

The personnel listed below are considered essential to the work being performed hereunder. Prior to removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. No deviation shall be made by the Contractor without the prior written consent of the Contracting Officer; provided, that the Contracting Officer authorizes in writing the change, such authorization shall constitute the consent of the Contracting Officer required by this paragraph. The personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

**To Be Completed at Time of Award**

## 252.223-9003 CONTRACTOR PERSONNEL SAFETY, INJURY AND ILLNESS (MAR 2012)

- (a) All Contractors requiring access to any Defense Threat Reduction Agency (DTRA) Facility shall have an Environment, Safety and Occupational Health program and shall ensure their personnel are aware of and comply with the program.
- (b) For accidents or incidents which occur during the performance of this contract, the contractor shall report all accidents or incidents which result in bodily injury and/or death immediately to the COR and the Contracting Officer.
- (c) The contractor shall obtain appropriate medical and emergency assistance for its employees and provide all notifications required by law.
- (d) The contractor shall file a report of all incidents and accidents by submitting an online Accident Report via the DTRA Environment, Safety, and Occupational Health Office webpage [<http://dtranet/apps/safety/Accident/includes/Main.cfm?displayPage=Accident.Cfm>] or electronic DTRA Form 9, Report of Civilian, Military, or Contractor Personnel Injury or Illness to the COR and the Contracting Officer within 48 hours.
- (e) The contractor will cooperate and assist the Government if a Government investigation of the accident/incident is conducted

*(End of Clause)*

## 252.223-9004 – Environmental, Radiation, Safety Notification, Compliance and Liability (JUN 2013)

- (a) Environmental, Radiation, and Safety Notification: The Contractor shall notify the Contracting Officer (CO) and Contracting Officer Representative (COR) of any occurrence of non-compliance with Environmental, Radiation, and Safety regulations that occur at any of the Contractor's facilities at which government property is located as soon as practicable, but not later than 24 hours after identification of an incident. The Contractor shall make initial notification by telephone or email. Then, shall follow-up with a written report within 10 business days.
- (b) The Contractor shall notify the CO/COR of any external Environmental, Radiation, and Safety audits or inspections conducted at the facility and provide any reports resulting from the audit. The final report shall be provided to the CO/COR within 30 days following the audit.
- (c) The Contractor shall comply with all Federal, State, and local Environmental, Radiation, and Safety regulations, including, without limitation, statutes, ordinances, court orders, consent decrees, administrative orders, or compliance agreements applicable to the facilities where the Government Property is located.

- (d) The Contractor shall acquire all necessary permits, and licenses.
- (e) DTRA will not be responsible, financially or otherwise, for the investigation, monitoring, cleanup, containment, restoration, removal, or other remedial activity with respect to any hazardous substances present in the soil, ground water, or building(s) that (i) results from activities conducted by entities other than DTRA during the term of this contract, or (ii) results from activities conducted pursuant to any contract, lease, or occupancy agreement that is not associated with DTRA-owned property or activities.

*(End of Clause)*

252.225-9076 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)(MAR 2008)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)

(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver’s license or a valid international driver’s license to legally drive on Korean roads, and must have a USFK driver’s license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver’s license or a valid international driver’s license then obtain a USFK driver’s license.

## (p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

## (2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

## (q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

## 252.225-9077 CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)(MAR 2008)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>.

## (a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer” (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

“Uniform Code of Military Justice” means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.



(2)

(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. “off-limits”), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians—INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office—if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall—

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the personnel accountability requirement listed in the U.S.–ROK SOFA's Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer's direction. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall—

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)

**252.237-9001 - Enterprise-wide Contractor Manpower Reporting Application (APR 2013)**

(a) In accordance with Section 2330a of title 10, United States Code (10 USC 2330a), Contractors shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor shall completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>.

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each

calendar year, beginning with 2013. Contractors may direct questions to the help desk at: <http://www.ecmra.mil>.

*(End of Clause)*

## 252.247-9000 GOVERNMENT CONTRACTOR TRAVEL (JUL 2007)

The Joint Travel Regulation (JTR), Appendix E, Part I.A.1.b., states invitational travel applies to individuals acting in a capacity that is related directly to, or in connection with, official DOD activities; however, this does not include a contractor's employee traveling in the performance of the contract. Appendix E, Part I.B.4. RESTRICTIONS, further states invitational travel must not be authorized for contractors. Appendix E, Part III states neither the JFTR nor the JTR may be used as official contractor travel regulations as they apply to uniformed personnel and Defense Department civilian employees and contain provisions, the use of which is illegal by contractors. The JTR can be viewed at <https://secureapp2.hqda.pentagon.mil/perdiem>

Discounts may be obtained for some travel related services (identified below); however, commercial vendors are under no obligation to extend Government rates for the Government's travel and transportation programs to contractors working on behalf of the Federal Government. Contractors must contact their Contracting Officer Representative (COR) to obtain a Government Contractor Official Travel Letter of Identification, signed by the authorizing Contracting Officer.

Contract City-Pair Air Passenger Transportation Program and Other Government Fares. Use of GSA contract city-pair air passenger fares is governed by GSA's contracts with the airlines and by the Defense Transportation Regulation (DOD 4500.9-R), Part I, Chapter 103. Use of other airfares reserved for Government employees on official business is governed by the airline fare structure and rules. Government contractors are not eligible to participate in the GSA city-pairs program for air passenger transportation services as of October 1, 1998.

Rail Service. Commercial passenger rail vendors may voluntarily offer discount rates to contractors traveling who are on official Government business at the vendor's discretion.

Lodging Programs. GSA and Services' lodging programs may voluntarily offer discount rates to contractors who are on official Government business at the vendor's discretion.

Car Rental Program. Military Surface Deployment and Distribution Command (SDDC) negotiates special rate agreements with car rental companies available to all Government employees and uniformed personnel while traveling on official Government business. Some commercial car rental companies may voluntarily offer similar discount rates to Government contractors at the vendor's discretion.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-14	Display of Hotline Poster(s)	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2015
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010

52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation 2013-O0014)	OCT 2015
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2015) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	OCT 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Acquisition of EPEAT -Registered Televisions	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.227-1	Authorization and Consent	DEC 2007
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984

52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2015
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008 (Dev)	Compliance with Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol	JAN 2009



252.204-7012 (Dev)	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2015
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	MAR 2012
252.209-7998 (Dev)	Representation Regarding Conviction of a Felony Criminal Violation under any Federal or State Law	MAR 2012
252.209-7999 (Dev)	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (Deviation)	JAN 2012
252.211-7003	Item Unique Identification and Valuation	DEC 2013
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.222-7007	Representation Regarding Combating Trafficking in Persons	JAN 2015
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2015
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7040	Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States	OCT 2015
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7038 Alt II	Patent Rights--Ownership by the Contrator (Large Business) (Jun 2012) Alternate II	DEC 2007
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	AUG 2012

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days ; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 February 2022.

(End of clause)

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/vffara.htm>

(End of clause)

#### 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

#### 252.203-9005, Implementation of Contractor Code of Business Ethics and Conduct (Dec 2008)

In accordance with FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, the designated "agency Office of the Inspector General" is the DoD OIG at the following address:

Office of the Inspector General  
United States Department of Defense  
Investigative Policy and Oversight  
Contractor Disclosure Program  
400 Army Navy Drive, Suite 1037  
Arlington, VA 22202-4704  
Toll Free Telephone: 866-429-8011

#### 252.204-9004 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (AUG 2014)

In accordance with DFARS 252.204-7000 Disclosure of Information, any information to be released shall be submitted at least 10 days before the proposed release date, for security and policy review. Submit one copy to each below:

- (a) Office of Public Affairs, DTRA/J0XGP, 8725 John J. Kingman Dr, MS 6201, Ft Belvoir VA 22060-6201.
- (b) Contracting Officer
- (c) Program Manager
- (d) Task Order Manager

(End of Clause)

**252.215-9007 SUBSTITUTION OF PERSONNEL (AUG 2009)**

- (a) It is essential to ensure continuous performance of work. Prior to removing, replacing, or diverting any of the specified personnel, the contractor shall notify the contracting officer as described below and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact to the contract or IDIQ task order.

“To be filled in at contract level.”

- (b) During the performance of this contract, the contractor shall make no substitutions to the listed personnel above unless the substitution is necessitated due to illness, death, voluntary or involuntary termination of employment, or mutual agreement between the Government and the Contractor. The Contractor shall notify the Contracting Officer within 48 hours of the Contractor’s knowledge of any of these events and provide the information required by paragraph (c) below. The Contractor shall submit the information required by paragraph (d) to the Contracting Officer within 5 business days after initial notification.
- (c) The Contractor shall provide an explanation of the circumstances necessitating the proposed substitutions.
- (d) The Contractor shall submit complete resumes for the proposed substitutes and any additional information requested by the CO. Proposed substitutes should meet minimum qualifications and job descriptions to those of the persons (s) being replaced. The CO will notify the Contractor within 5 calendar days after receipt of all required information of the decision on substitutions. The task order will be modified to reflect any approved changes of personnel.

**252.245-9000 Government Property (MAY 2013)**

- (a) In accordance with FAR 52.245-1(b), Property Management, and FAR 52.245-1(f), Contractor Plans and Systems, the Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession.

- (b) The Contractor shall complete and return the applicable attachment(s) electronically:
- i. Requisitioned Government-Furnished Property (RGFP) to include the following:

**If Non-Reimbursable:**

Item#  
Description  
CAGE Code  
Marking Instrument  
NSN  
Nomen  
Part or Indent#  
Quantity  
Type Designator  
Unit Acquisition Cost  
Unit of Measure

**If Reimbursable:**

Item#  
Description  
\$ Limit Authorized  
Marking Instrument  
NSN  
Nomen  
Part or Indent  
Quantity  
Unit of Measure  
Use As Is

Use As Is

- ii. Scheduled Government-Furnished Property (SGFP) to include the following:

<u>If Serialized Items List:</u>	<u>If Non –Serialized Items List:</u>
Item#	Item#
Description	Description
CAGE	CAGE
Marking Instrument	Marking Instrument
Model#	Model#
NSN	NSN
Nomen	Nomen
Part#	Part#
Part or Indent#	Part or Indent
Quantity	Quantity
Serial#	Type Designator
Type Designator	Unit Acquisition Cost
Unit Acquisition Cost	Unit of Measure
Unit of Measure	Use As Is
Use As Is	

The electronic property links are as follows:

Requisitioned Government-Furnished Property (RGFP):

<http://www.acq.osd.mil/dpap/pdi/pc/docs/RequisitionedGovernmentFurnishedPropertyFORM.pdf>

Scheduled Government-Furnished Property (SGFP):

<http://www.acq.osd.mil/dpap/pdi/pc/docs/ScheduledGovernmentFurnishedPropertyFORM.pdf>

(c) The Government Site Visits/Physical Inventory – The DTRA will annually verify the Property in the Possession of the Contractor. The Contactor's Point of Contact shall coordinate with the Program Manager/Contracting Officer Representative or DTRA Accountable Property Officer (APO) on prearranged site visits upon request.

(d) The physical inventory report shall be validated/confirmed via signature by both the Contractor's Property Administrator and the DTRA's Government Representative (i.e. COR, APO, etc.). Inventory discrepancies must be reported immediately to the Contracting Officer, COR/Program Manager and resolved by the DTRA APO.

(e) Inventory Disposal Schedule – When applicable, the Contractor shall submit the inventory disposal schedule to the DTRA Logistics Office (DTRA J4L) for approval 45 days prior to submission of an inventory disposal schedule to the Plant Clearance Officer.

*(End of Clause)*

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	PWS	39	01-JUN-2016
Attachment 2	DD 254	6	25-JAN-2016
Attachment 3	Socio Economic Commitment	1	28-JAN-2016
Attachment 4	L-1 Present and Past Performance Information Form	2	04-FEB-2016
Attachment 5	Attachment L-2 Present and Past Performance Questionnaire	7	04-FEB-2016

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(        ) Paragraph (d) applies.

(        ) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.



(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA- Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

## (B) Alternate I.

## (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

## 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_\_ Use with Alternate I.

\_\_\_\_ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_\_ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

L.1.0 GENERAL INSTRUCTIONS**Section L - Instructions, Conditions and Notices to Offerors**INSTRUCTIONS TO OFFERORS**SECTION L****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

## CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-20 ALT IV	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010
52.219-24	Small Disadvantaged Business Participation Program--Targets	OCT 2000
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995

## CLAUSES INCORPORATED BY FULL TEXT

## FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil>

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of Cost-Plus-Fixed Fee contract resulting from this solicitation. (End of clause)

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Defense Threat Reduction Agency  
Attn: J4CO/Timothy Lower  
8725 John J. Kingman Rd. Stop 6201  
Fort Belvoir, VA 22060-6201

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

252.204-9000 NOTICE TO POTENTIAL OFFERORS – OFFICIAL DTRA ADDRESSES IN THE NATIONAL CAPITAL REGION (NCR) (DEC 2007)

1. Offerors are responsible for submitting proposals and any proposal modifications/revisions to the designated office by the date and time specified in the solicitation. For the purposes of this clause, the “designated office” is the office appearing in the attention line of the mailing addresses in paragraph 2 below. Proposals received after this exact time will NOT be considered unless it meets one of the exceptions stated in Federal Acquisitions Regulation (FAR) 52.215-1(c)(3).

2. DTRA has two official mailing addresses in the NCR. Due to heightened security measures, hand-carried proposals cannot be accepted; therefore, Offerors are to select one address below based on the method of mailing.

a. The official United States Postal Service (USPS) mailing address for DTRA:

Defense Threat Reduction Agency  
Attn: DTRA J4CO / Mr Timothy H. Lower  
8725 John J. Kingman Rd. Mail Stop 6201  
Fort Belvoir VA 22060-6201

b. DTRA cannot accept packages delivered via commercial express and ground carrier to any address other than the one listed below. For all incoming packages to DTRA activities in the Washington DC area (this includes packages sent via Federal Express, DHL, UPS and other commercial carriers), use the following address:

Defense Threat Reduction Agency  
Attn: DTRA J4CO / Mr Timothy H. Lower  
6200 Meade Road  
Fort Belvoir VA 22060-5264

Note: This address shall also be used in all contracts for delivery of supplies/materials.

3. If mailing via USPS, Offerors are cautioned to allow 1-2 days for processing and delivery of all proposal information to the designated office **after** it has been received at the DTRA mailroom. This mail processing delay is unavoidable, so Offerors are encouraged to carefully select the mailing method to ensure timely receipt of proposals.

**Note:** Due to heightened security measures, hand carried proposals will **not** be accepted

4. Relevant Present and Past Performance Questionnaires may be sent via email to the address listed in Paragraph L1.1.1. This is the only Proposal information that is authorized to be received via email.

#### 252.215-9013 QUESTIONS CONCERNING THIS SOLICITATION (OCT 1998)

Any and all questions concerning this RFP, including technical questions, shall be submitted in writing to the Contracting Officer (CO), Mr. Timothy H. Lower, at

[dtra.belvoir.j10.mbx.professionalservicesupport@mail.mil](mailto:dtra.belvoir.j10.mbx.professionalservicesupport@mail.mil) . All DTRA technical personnel have been strictly prohibited from discussing this requirement with any contractor personnel.

NOTE: All questions shall be submitted no later than **5 July 2016 by Midnight EST.**

#### 252.230-9000 SUBMITTAL OF COST ACCOUNTING STANDARDS BOARD COST-OF-MONEY (COM) FACTORS COMPUTATION (CASB-CMF) (OCT 1998)

Pursuant to DFARS 230.70, unless otherwise exempted, you are required to submit a current and complete CASB-CMF form with the cost portion of your proposal in accordance with paragraphs 414.40 and 414.50 of Cost Accounting Standard 414, Cost of Money as an Element of the Cost of Facilities Capital. NOTE: This requirement applies to all negotiated contracts regardless of Cost Accounting Standard coverage. If your offer does not claim cost of money, it should so state, and submission of the CASB-CMF form is unnecessary. If your offer is successful, the definitive contract, SECTION H, will include a clause disallowing COM for performance under that contract.

(End of Provision)

### **L.1.0 GENERAL INSTRUCTIONS**

#### **L.1.1 GENERAL INFORMATION**

##### **L.1.1.1 Point of Contact**

Address all questions or concerns via e-mail at:

[dtra.belvoir.j10.mbx.professionalservicesupport@mail.mil](mailto:dtra.belvoir.j10.mbx.professionalservicesupport@mail.mil). Questions must be submitted in writing not later than **5 July 2016 by Midnight EST**. Responses will be posted in FEDBIZOPPS ([www.fbo.gov](http://www.fbo.gov)). The points of contact for this acquisition are listed below.

The Contract Specialist for this acquisition is: Ms Sara J. Toni

The Contracting Officer for this acquisition is: Mr. Timothy H. Lower

### L.1.1.2 Debriefings

**L.1.1.2.1 Preaward Debriefings.** Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing. Offerors may request a pre-award debriefing by submitting a written request to the CO for debriefing within three (3) calendar days after receipt of the notice of exclusion from the competition. The Government shall make every effort to debrief unsuccessful Offerors as soon as practicable.

**L.1.1.2.2 Post-award Debriefings.** Offerors may request a debriefing by providing a written request to the CO. The CO will notify Offerors of the source selection decision within three (3) calendar days after award. Offerors that desire a debriefing must request one in writing within three (3) calendar days after receipt of the CO notification. To the maximum extent practicable, debriefings will be conducted within five (5) calendar days after the Offeror's request.

### L.1.1.3 Discrepancies

If an Offeror believes that the requirements in these instructions contain errors, omissions, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, the discussions will be held with only those Offerors determined to be in the competitive range.

### L.1.2 ORGANIZATION/DISTRIBUTION/NUMBER OF COPIES/PAGE LIMITS

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table L.1.2 below. The titles and contents of the volumes, as well as the page limitations and number of required copies shall be as specified in the table. In the event that the table conflicts with the detailed instructions in the paragraphs that follow, the detailed instructions shall take precedence.

**Table L.1.2 – Proposal Organization**

<b>VOLUME</b>	<b>VOLUME TITLE</b>	<b>PAGE LIMIT</b>
<b>I</b> <b>1 copies</b>	<b>Proposal Documentation</b>	Unlimited
<b>II</b> <b>4 copies</b>	<b>Factor 1 - Mission Capability</b> a. Table of Contents b. List of Figures, Tables, or Drawings c. Glossary d. RFP Cross-Reference Matrix	Unlimited Unlimited Unlimited Unlimited
	<b>Subfactor A - Management Approach</b>	20 pages
	<b>Subfactors B-C – Technical Approach</b> a. Execution Plan	Not to exceed 50 pages, collectively, for each



	b. Staffing Plan Matrix c. Resumes	Subfactor Unlimited 2 pgs per reference
<b>III</b> <b>3 copies</b>	<b>Factor 2 - Relevant Present and Past Performance</b> d. Table of Contents e. Description of Team f. Present and Past Performance References g. Organizational Structure Change History	Unlimited 2 pages 2 pgs per reference Unlimited
<b>IV</b> <b>1 copy</b>	<b>Factor 3 - Cost Proposal</b>	Unlimited
<b>Subcontractors</b>		Shall submit only (1) hard copy and (1) Electronic Copy

(a) The “ORIGINAL” copy of Volumes I, II, III, and IV of the proposal shall be provided electronically in accordance with L.1.3.8.

(b) As shown in Table L.1.2, additional paper copies of Volumes I through IV shall be submitted in separate 3-ring loose-leaf binders, which when open, lay flat. No staples shall be used. A cover sheet shall be posted at the beginning of each volume, clearly marked as to volume number, title, copy number, RFP identification, and the Offeror’s name. The same identifying data shall be placed on the spine of each binder.

(c) In addition to the copies required in Table L.1.2, one (1) paper copy of Volume IV, Cost, shall be forwarded to the cognizant Defense Contract Audit Agency (DCAA) office or the cognizant federal auditing agency concurrent with complete proposal delivery to DTRA.

**Note:** Delivery of Volume IV to DCAA does **not** constitute delivery of the proposal to the Government. **All proposal volumes shall be provided by mail or commercial express or ground carrier only as prescribed in above DTRA Clause 252.204-9000, “Notice to Potential Offerors – Official DTRA Addresses in the National Capital Region (NCR),” DEC 2007 (the clause is located at the beginning of Section L).**

(d) All proposal volumes shall be provided by mail or commercial express or ground carrier only as prescribed in above DTRA Clause 252.204-9000.

**Note:** The requirements for submission of proposals contained in FAR 52.215-1.

### **L.1.3 PROPOSAL FORMAT**

#### **L.1.3.1 Guidance**

This section of the Information to Offerors (ITO) provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The

Offeror's proposal must include all data and information requested by the ITO and must be submitted in accordance with these instructions. Non-compliance with the instructions provided in the ITO may result in an unfavorable proposal evaluation.

#### **L.1.3.2 Sufficient Detail**

Proposals shall comply with the following guidelines:

- Be complete and respond directly to the requirements of the solicitation.
- Address the factors, subfactors, and their related elements as listed in Section M of the solicitation.
- Be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated assertions. Extraneous, repetitious, or wordy submissions are not desired and could result in lower ratings.
- Take care to proof read the proposal. Typographical, grammatical, and spelling errors reflect poorly on quality control abilities and could result in lower ratings.
- Do not simply rephrase or restate the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements.
- Do not rely on past performance as convincing rationale to address how the Offeror intends to meet the requirements.
- Assume that the Government has no prior knowledge of the Offeror's capabilities and experience, and will base its evaluation only on the information presented in the Offeror's proposal.

#### **L.1.3.3 Validity Statement**

The parties mutually agree that the Offeror's complete proposal shall be valid for **180** days from the date of submission. The Offeror's signature in Block 17, SECTION A of the SF 33 Solicitation constitutes its acceptance of the proposal validation for **180** days. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

#### **L.1.3.4 Physical Appearance of Submissions**

- Elaborate brochures or documentation, detailed artwork, or other embellishments are unnecessary and are not desired.
- Proposals will be submitted in standard white paper (20 lb or less) and electronic copies.
- Paper copies of the proposal must lie flat when open. Elaborate binding is not desired.
- No models, mockups, or videotapes will be accepted.
- Do not use glossy finished paper

#### **L.1.3.5 Page Format Restrictions and Limitations**

**L.1.3.5.1 Page Size.** Pages shall be 8.5 x 11 inches, not including foldouts. Except for the lettering that is within a graphic, the font size shall be Times New Roman **12** point. Lettering

within tables, charts, graphs, and figures shall appear be no smaller than Times New Roman **10** point. Margins on all four edges of each sheet will be at least one-inch. Proprietary statements, security markings, and page numbers may be placed within the defined margin area. Pages shall be numbered sequentially by volume. In the event discussions are held, these page format restrictions shall also apply to responses to Final Proposal Revisions (FPRs).

**L.1.3.5.2 Page Limitations.** Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. The excess pages will also be deleted from the electronic copy of the proposal. Printed material shall be on one side of the sheet only (single-sided). In the event discussions are held, page limitations may be placed on responses to Evaluation Notices (ENs). Page limits, if specified for EN responses, will be identified in the letters forwarding the ENs to the Offerors.

**L.1.3.5.3 Pages Not Counted**

The following will not be included in the page count:

- Blank pages
- Client authorization letters
- Cover pages
- Dividers
- Glossaries
- Letters of Commitment/Intent
- Lists of figures, tables, or drawings
- OCI mitigation plan
- Organizational structure change history roadmap
- Past performance consent letters
- Past performance questionnaires
- Revision matrix
- Small Business Subcontracting Plan
- Socio Economic Commitment Template
- RFP cross-reference matrix
- Small business subcontracting plan
- Staffing Plan Matrix
- Tables of contents
- Tabs
- Teaming arrangements

**L.1.3.6 Indexing**

Each volume shall contain a more detailed table of contents to delineate the sections within that volume. Tab indexing shall be used to identify sections.

**L.1.3.7 Foldouts**

Legible tables, charts, graphs, diagrams, schematics, and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, design drawings, plans,

etc. These displays shall be uncomplicated, legible, and shall not exceed 11 x 17 inches in size. Foldout pages shall fold entirely within the volume. Each printed side of a foldout will count as one page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; not for pages of text. For tables, charts, graphs, and figures, the font shall be no smaller than 10 point. All information (except documentation numbers, classification markings, and page numbers) shall be contained within an image area of 9 x 15-1/2 inches.

#### **L.1.3.8 Electronic Copies**

a. Electronic copies of each volume shall be submitted on individual CD-ROMs in a protective sleeve or case. Each CD-ROM and protective sleeve or case shall be clearly marked as to volume number, title, RFP identification, and the Offeror's name. The CD-ROM(s) will be included with the "original" paper copy of each volume. Offerors are responsible for ensuring electronic copies are virus-free.

b. Submit an electronic copy of each volume compatible with the following available Government equipment and software products:

- Pentium Class PCs
- Adobe Acrobat Reader 9.0
- Microsoft Office Excel 2010\*

\*All cost information, with the exception of the cost narrative, must lend itself to review and analysis by the Government and must be submitted in Microsoft Excel format. Offerors shall include formulas and working links to the maximum extent practicable.

#### **Note:**

The electronic copy shall be in Adobe Acrobat (except for Microsoft Excel) portable document file (pdf) searchable text format. The printed copies shall be an exact duplicate of the "original" electronic proposal. If there are discrepancies between the "original" electronic proposal and the "copy" paper proposal, the "original" electronic proposal shall prevail.

c. Electronic files shall be clearly identified for each volume, section, item, etc. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files.

d. Electronic Media additional information:

- All text must be searchable
- Limit colors to 256 colors at 1280 x 1024 resolution; avoid color gradients
- Keep embedded graphics as simple as possible; large graphic files are discouraged
- Minimize the use of scanned images (except for Adobe Acrobat requirements)
- Use of self-extracting archive files (e.g., ZIP files) is allowed
- No linking to resources outside the submission CD-ROM will be allowed.

**L.1.3.9 Cost Information**

All cost information shall be addressed **ONLY** in Volume IV - Cost. If cost data is addressed in Volume II - Mission Capability, the page containing the cost data will be removed and not evaluated. All labor rates shall be rounded to the nearest penny.

**L.1.3.10 Minimum Cross-Referencing**

Each volume shall be written to the greatest extent possible on a stand-alone basis, so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the proposal. Teaming Arrangements, Letters of Commitment, Socio-Economic Commitment information and Organizational Conflicts of Interest assertions submitted in Volume I may be cross-referenced in other volumes.

**L.1.3.11 Glossary of Abbreviations and Acronyms**

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

**L.2.0 VOLUME I –PROPOSAL DOCUMENTATION**

Volume I consists of the offer to enter into a contract to perform the desired work and information for the Government to prepare the contract document and supporting file.

**L.2.1 VOLUME ORGANIZATION**

The volume shall be organized according to the following outline:

- a. Table of Contents
- b. List of Figures, Tables, or Drawings
- c. Glossary
- d. Documents listed in paragraphs L.2.2 through L.2.13

**L.2.2 SOLICITATION/CONTRACT FORM**

Completion of Blocks 12 through 16 and signature and date for Blocks 17 and 18 of the Standard Form (SF) 33 is required. Signature by the Offeror on the SF 33 constitutes an offer, which the Government may accept.

**L.2.3 AUTHORIZED OFFEROR PERSONNEL**

Provide the name, title, telephone number, fax number, and e-mail address of the company and division point of contact regarding decisions made with respect to the Offeror's proposal and who can obligate the Offeror contractually. Also identify those individuals authorized to negotiate with the Government.

**L.2.4 GOVERNMENT OFFICES**

Provide the mailing address, telephone and fax numbers, and facility codes for the cognizant Contract Administration Office, DCAA, and Government Paying Office. Also provide the name,

telephone and fax numbers, and e-mail address for the Administrative Contracting Officer (ACO). The aforementioned information also applies to the prime contractor and major subcontractors/teaming partners for which there is a teaming arrangement.

#### **L.2.5 COMPANY DIVISION ADDRESS, IDENTIFYING CODES AND APPLICABLE DESIGNATIONS**

Provide the company's/division's street address, county, and facility code; CAGE Code; DUNS number; Taxpayer Identification Number (TIN), size of business (large or small); and labor surplus area designation.

#### **L.2.6 TEAMING ARRANGEMENTS AND/OR LETTERS OF COMMITMENT**

Provide all Teaming Arrangements and/or Letters of Commitment. The Offeror and its first-tier subcontractor(s) will be considered a "Team" when there is a signed teaming arrangement or letter(s) of commitment unconditionally binding both parties to performance under this contract should it be awarded to the Offeror. In the absence of one or the other of these documents, the Offeror and its first-tier subcontractor(s) are not considered a "Team" and will not be evaluated as such. Provide Letters of Commitment from Key Personnel

#### **L.2.7 DEPARTMENT OF DEFENSE (DD) FORM 254 SECURITY REQUIREMENTS**

The Offeror must possess, or acquire by proposal submission, a facility clearance equal to the classification stated on the Contract Security Classification Specification (DD Form 254) provided as Attachment 2 to this RFP. Provide information relative to Offeror's facility clearance and the contact information for the Offeror security office. Information relative to subcontractor security requirements shall also be included. Contractor information portions of DD254 should also be completed and included. The contract DD Form 254 will require a Top Secret facility clearance and accesses to such information as NATO and Sensitive Compartmented Information. DTRA will not sponsor offerors for DSS facility clearances for proposal submission.

The Offeror must possess a TOP SECRET facility clearance at the corporate level at the time of proposal submission. The proximal facility should be able to store classified documents up to the SECRET level at the end of the transition period. Should the proximal facility not obtain the required clearance/certifications from the Defense Security Service (DSS) by end of the transition period, storage at an alternate National Capitol Region location is acceptable until DSS clearance/certification is approved

#### **L.2.8 INFORMATION REQUIRED BY DFARS CLAUSE 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

If applicable, the Offeror shall include 252.227-7017 paragraph (d) chart, in full-text, filled-in/completed.

#### **L.2.9 EXCEPTIONS TO TERMS AND CONDITIONS**

Exceptions taken to the terms and conditions of the solicitation, or to any of its formal attachments, shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of Table L.2.9 below. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

**Table L.2.9 – Solicitation Exceptions**

Solicitation Document	Paragraph/Page	Requirement/Portion	Rationale
Performance Work Statement (PWS), Solicitation Section, Attachment, etc.	Applicable Page and Paragraph numbers	Identify the requirement or portion to which the exception is taken	Justify/explain the basis for exception and impact on contract

#### **L.2.10 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR(S) (SECTIONS K AND L)**

The Offeror is responsible to ensure that all representations, certifications, acknowledgements, and statements provided in accordance with Sections K and L are provided in System for Award Management (<https://www.sam.gov>).

#### **L.2.11 SMALL BUSINESS SUBCONTRACTING PLAN**

In accordance with FAR 19.704 and DFARS 219.704 Other Than Small Business Offerors shall submit a small business subcontracting plan for this contract in accordance with FAR 52.219-9 and DFARS 252.219-7003.

#### **L.2.12 SOCIO ECONOMIC COMMITMENT**

DTRA is committed to maximizing small businesses opportunities at both the prime and subcontractor level. All offerors (large and small business) shall prepare a summary list of proposed subcontractors, which includes the following information: Company Name, CAGE Code, Size Status, Socio-Economic Status, Subcontract Dollars, and Percentage of Total Contract Value proposed. DTRA will use the System for Award Management website data to verify proposed small business entities meet the small business size standard of \$15M associated with North American Industry Classification System (NAICS) code 541990, All Other Professional, Scientific and Technical Services. **Offerors must ensure that the information contained in SAM is current and accurate.**

Offeror's proposals will be assessed on their commitment to meeting the subcontracting goal of at least 25% of the total contract value proposed to a Small Business and at least 10% is subcontracted to Service Disabled Veteran Owned Small Business (SDVOSB). Alaska Native Corporation (ANC) and Indian tribe subcontractors may be counted as part of the SB subcontracting percentage in accordance with FAR 19.703(c). Offeror's socio-economic commitment will be evaluated relative to meeting both the 15% Small Business and the 10%

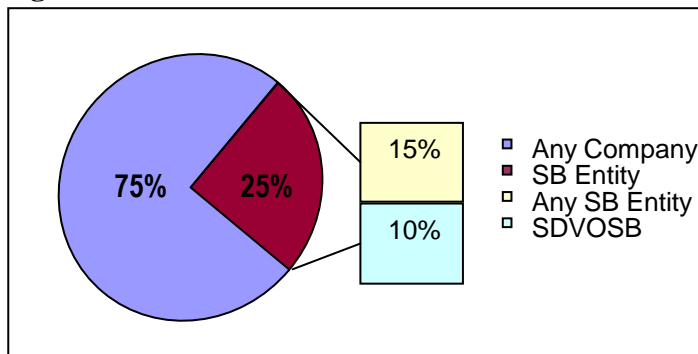
SDVOSB subcontracting requirements. Excess of 10% for the SDVOSB subcontractors may be counted as part of the Small Business subcontracting percentage.

Small business prime contractors may include the cost of work self-performed toward meeting the 15% Small Business requirement.

SDVOSB prime contractors may include the cost of work self-performed toward meeting both the 15% Small Business and 10% SDVOSB requirements.

Figure L.2.12 illustrates the **minimum** Socio-Economic Commitment percentage requirement based on total contract value proposed for Small Business and SDVOSB concerns.

**Figure L.2.12**



To ensure consistency in the calculation of Socio-Economic Commitment, a calculation template is provided as Attachment 3 to this RFP. This attachment will be used by all offerors to document the proposed Small Business participation as required above. The Socio-Economic Calculation Template will be compared to the Offeror's proposal for consistency. In the case of minor errors or omissions that do not affect the other areas of the proposal, and may be corrected with minor clarification, the Offeror may be contacted by the Contracting Officer for immediate clarification.

In the case that an Offeror meets the criteria as specified above and through discussions provides a Final Proposal Revision (FPR), the criteria above must be met and the Offeror must resubmit the Small Business (SB) calculation attachment.

### **L.2.13 PREAWARD ORGANIZATIONAL CONFLICTS OF INTEREST (OCI's) and OCI Mitigation Plan**

a. The Government has determined that this contract may give rise to potential conflicts of interest. The successful offeror for this requirement will have unique access, beyond that which is typically afforded to commercial and academic entities, to the J10 Directorate. The successful offeror will be exposed to Government-sensitive and



contractor-sensitive / proprietary data as well as to Government employees, equipment, installations and property. The awardee will have access to information that could potentially provide an unfair competitive advantage for future contracts. Moreover, the nature of the work required by this contract could place the awardee in situations where its ability to render impartial advice to the Government could be impaired due to other interests of the awardee. Offerors are advised to review FAR Subpart 9.5 for detailed information concerning organizational conflicts of interest.

b. Because of this unique access, the Government has determined that the A&AS contractor must function in this role as its trusted agent.

(1) With the trusted agent approach, the prime contractor is precluded from participating as a contractor, subcontractor, or consultant on current and future non-A&AS contracts for J10. The prime contractor may participate as a contractor, subcontractor or consultant on future non-A&AS contracts for other directorates, except for J10. The prime contractor may be a prime contractor or subcontractor on other A&AS contracts for other DTRA Directorates so long as it doesn't create an OCI. If there is a potential conflict an OCI plan must be submitted.

(2) Subcontractors providing A&AS support to a specific J10 Department /Staff Office will be ineligible to compete for work in the same Department/Staff Office, but may be allowed to compete for performer work in other Agency/Center departments where it provides no A&AS support, provided that it does not create an OCI. This restriction will terminate one year after final payment on the contract. Restrictions upon use of Government information and the requirement to protect proprietary information are permanent.

c. Each offeror must include in Volume I of its proposal either;

(1) a statement certifying that, to the best of its knowledge, it is not aware of any facts which create any actual or potential OCI relating to the award of this contract, or

(2) a statement that describes concisely all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the offeror or a proposed contractor or consultant has a possible OCI.

d. To implement the requirements of clause 252.209-9000 and H.1 of this contract, each Offeror also must include an OCI Mitigation Plan in Volume I of its proposal describing the offeror's approach to ensuring the objectivity of its advisory and assistance services, prevention of unfair competitive advantage, and protection of contractor proprietary and government sensitive information. The Mitigation Plan shall also ensure that an advantage is not gained by any relationship the offeror may have with current performers of any DTRA Programs. The written mitigation plan will be incorporated into the

resultant contract. At a minimum, the Mitigation Plan shall address the following elements:

- Definition of terms used
- Identify the lead person(s) responsible for OCI compliance within the company, and his/her role within the company
- Organizational, physical and financial separation (such as corporate firewalls for business units, etc.)
- Processes and procedures for identifying OCIs (this includes processes for notification and review of Potential bids by any business unit within the proposed team to identify potential OCI issues)
- Processes and procedures for corporate review and adjudication of OCIs in a timely manner (this includes discussion of potential types of OCI situations and mitigation techniques for resolving them, and the extent of insight provided to DTRA during the OCI adjudication process)
- Access to, use and protection of government sensitive and proprietary information (hardcopy and electronic)
- Personnel assignments in and transitions out of firewalled units and separation from the company
- Prime offeror management, monitoring and enforcement of OCI requirements at the subcontractor level
- OCI training/awareness for employees and subcontractors
- Nondisclosure agreements
- Contractor self-audits
- DTRA access to records
- Reporting and remedies for accidental and intentional OCIs.
- Mitigation approach for potential OCIs or perceived OCIs for current performer contracts in which J10 is the requiring and/or funding activity (i.e., contracts awarded prior to the RFP response date) (reference L.2.14c(2))

e. In addition to the OCI Mitigation Plan, offerors shall submit the following information separately from the Plan:

(1) A detailed organizational chart that depicts the hierarchal structure of the offeror's (and subcontractors') organization from the "top down," which identifies the various business units and the interrelationships among the various business units. The chart should depict where the business unit(s) which will be responsible for A&AS support fit within the hierarchal structure.

(2) Identification of the business units (other than the unit(s) that will provide A&AS support) that provide non-A&AS products and/or services to DTRA, and a brief description of those activities for the prime offeror and its subcontractors and their affiliates.

(3) A list of active DTRA contracts and orders (and contracts/orders completed within the

last two years), performed either as a prime or a subcontractor. The list should include active and completed contracts for the prime offeror and its proposed subcontractors and consultants. This includes contracts/orders issued by another Government agency on behalf of DTRA, where DTRA provides funding plus primary oversight, technical direction and performance evaluation of for the contracted effort. The list must identify the prime contract number, the name of the prime contractor (if the firm is/was a subcontractor or consultant), and the DTRA directorate/branch or other Government agency office responsible for program management of the contract.

f. The Contracting Officer may require further relevant information from an offeror and may, at his/her discretion, permit an offeror to clarify errors or omissions in relevant information or in a statement required by (a) above. Refusal to provide a statement required by (a) above, refusal to provide further relevant information required by the Contracting Officer, or the misrepresentation of any relevant information will result in disqualification of an offeror from further consideration for award of a contract under this solicitation.

g. Relevant information regarding possible OCI will not be treated like a separate evaluation factor, however, it will be addressed during the evaluation of proposals. Relevant information regarding each offeror will be analyzed by the Contracting Officer in accordance with FAR 9.5 in order to determine whether a potential conflict exists and if so, what actions are necessary to avoid or otherwise resolve the potential conflict.

h. The Contracting Officer will use all relevant information submitted by the offeror, and any other relevant information known to DTRA, to determine whether a potential conflict exists. If the Contracting Officer determines that a potential conflict exists, the conflict must be avoided or otherwise resolved through appropriate means in order for the Offeror to be eligible for award.

i. The OCI Mitigation Plan will be addressed during the evaluation of proposals, but it will not be treated like a separate evaluation factor.

#### **L.2.14 REVISION MATRIX**

If it is determined to be in the best interest of the Government to hold discussions, and Final Proposal Revisions (FPRs) are submitted, the contractor shall submit a revision matrix after the table of contents in each volume where revisions have been made. This matrix must include the following:

- Location of change: At a minimum the page number, but more specific indicators (section, paragraph, etc.) are strongly encouraged
- Change: A very brief summary of what changed

### **L.3.0 VOLUME II – FACTOR 1 - MISSION CAPABILITY**

#### **L.3.1 GENERAL INFORMATION**

The Mission Capability Volume should describe the Offeror's capability to satisfy the requirements of this solicitation. The proposal should be prepared simply and economically, providing straightforward, concise delineation of the management approach and technical capabilities to satisfactorily perform the contract being sought. Particular proposal strengths or unique approaches should be emphasized. Asserted capability and/or intent to meet the requirements must be supported by detailed descriptions of approach and personnel qualifications. The Government will not assume that an Offeror possesses any capability unless specified in the proposal.

Offeror responses will be evaluated against the Mission Capability subfactors and their related elements defined in Section M, "Evaluation Factors for Award." Using the instructions provided below, provide as specifically as possible the actual methodology that would be used by the Offeror for accomplishing and satisfying these subfactors. All the requirements specified in the solicitation are mandatory. By submitting a proposal, the Offeror is representing that its firm is capable and committed to performing all the requirements specified in the solicitation.

#### **L.3.2 VOLUME ORGANIZATION:**

The volume shall be organized according to the following outline:

- a. Table of Contents
- b. List of Figures, Tables, or Drawings
- c. Glossary
- d. RFP Cross-Reference Matrix
- e. Section 1 – Management Approach
- f. Section 2 – Technical Approach

#### **L.3.3 FORMAT AND SPECIFIC CONTENT**

Mission Capability shall describe, in narrative form, the Offeror's proposed approach to meeting the requirements of each Mission Capability subfactor and its related elements, as well as their intended strategy for fulfilling the requirements of the contract. The Offeror shall include the mission capabilities of its team members and other intended subcontractors. The proposed teaming structure, team member roles and responsibilities, experience working as a team, and anticipated portion (by percentage, type of work, geographical, etc.) of work effort for each team member should be discussed or clearly delineated.

##### **L.3.3.1 RFP Cross-Reference Matrix (RCRM)**

The Offeror shall fill out an RCRM indicating where the proposal addresses the solicitation requirements. An example format is shown below. The purpose of the RCRM is to show critical interrelationships and dependencies among the documents. The matrix ensures that all requirements are addressed, requirements do not conflict, and proposal sections are internally consistent.

**Example Format:**

<b>SOLICITATION CROSS REFERENCE MATRIX</b>			
Solicitation Section/Paragraph	Proposal Volume/ Section/Paragraph	Solicitation Section/Paragraph	Proposal Volume/ Section/Paragraph

**L.3.3.2 Subfactor A: Management Approach**

The Offeror shall submit a comprehensive Management Approach for the performance/execution of the Contract PWS. The Management Approach shall have five (5) sections which specifically define and detail the Offeror's capabilities to successfully manage, perform, and execute the PWS requirements.

Section 1- Offerors shall specifically define and detail how the Offeror shall innovatively and cost-effectively execute PWS Scope and Requirements as well as possess the technical performance requirements, disciplines, and skill sets identified in the PWS for each requirement. This specifically includes the integration and utilization of the full range of the Offeror's expertise and personnel to execute the PWS requirements as well as the Offeror's plan to incorporate and apply lessons learned among and between mission set areas. The Management Approach shall also detail and demonstrate the Offeror's plan and capability to execute and staff multiple tasks simultaneously as well as respond to short notice, urgent and emergent requirements. The Management Approach shall also include the following administrative, process, and procedures elements:

- a) Organization structure;
- b) Lines of communication with the Government and integration of effort(s);
- c) Team composition (i.e. Prime and Subcontractor identification, roles and responsibilities;
- d) Task and subcontract management process and procedures;
- e) Problem Solving, Communications and Rapid Response: Respond rapidly to changing requirements and circumstances. Specifically, to respond to verbal requests during normal working hours in near real time, and to provide surge and reach-back capabilities as dictated by the urgency of the tasking. Able to identify and solve problems, integrate and incorporate lessons learned across organizational boundaries, and provide for a routine means of communicating issues, corrective actions, and standard reports to the Government
- f) Processes for identifying, coordinating, and resolving programmatic problems, and incorporating lessons learned;

Section 2 – Offerors shall define and detail the Offeror’s process, plan, and capability to provide for short suspense, high visibility (both internal/external) taskings, managing events requiring re-prioritization of scope and staff urgent surge requirements for additional personnel during performance of tasks with a turnaround time of 90 days or less. The Offeror shall specifically identify the Offeror’s plan to recruit, hire, train, and retain a highly qualified workforce capable of accomplishing the requirements of the PWS with the identified disciplines and skill sets identified in the PWS.

Section 3 – The Offeror shall provide their 30 day-Incoming Transition Plan specifically detailing all aspects of ramp-up including transition risks with mitigations strategies and staffing schedules, training and data capture for all prime and subcontracted efforts. The Offeror should describe plans to certify the proposed facility to store classified information (up to SECRET), accept Government Furnished Equipment, complete staff DTRA badging, and etc. The Offeror shall describe how the transition will not reduce/impact current schedules, and detail how and when the Offeror will have permanent processes and procedures in place.

Section 4 – The Offeror shall identify their offsite facilities and specifically detail how those facilities meet location requirements identified in PWS paragraph 5.3. If an Offeror does not currently have access to the DTRA Classified Network (SNET), identify the steps and timeline to be taken to gain access (see para L.5.6.7 but do not reflect any costs in this section.) In addition, Offeror shall specifically identify and detail the location where subcontractors will be positioned, if other on-site or at the Prime’s location.

Section 5 – The Offeror shall detail the Offeror’s Socio-Economic Commitment reflecting the requirements in RFP paragraph L.2.11 and L.2.12 and identify the specific tasks/requirements to be accomplished by the small business partners.

#### **L.3.3.3 Subfactor B and C: Technical Approach**

The Offeror shall submit a technical approach, staffing plan and personnel resumes to support the PWS.

The Offeror shall submit a comprehensive Technical Approach broke out into 3 sections for each subfactor (Subfactor A for Contingency and Exercise Department, Nuclear Inspections and Education Department and Nuclear Surety Division Technical Approaches; and Subfactor B:for Nuclear Enterprise Support Directorate, Mission Assurance Department and Nuclear Logistics Operations Department) specifically defining and detailing their technical understanding and corresponding technical approach to executing the PWS. Each Technical Approach submittal shall include three tabs, one for each of the following:

Tab 1 – Execution Plan – Offerors shall provide a comprehensive, detailed narrative that specifically defines and details the Offeror’s technical understanding of the PWS requirements and the Offeror’s corresponding Execution Plan for performing the tasks in the PWS. Details shall provide in-depth specificity as to how the Offeror is going to execute the requirements and provide the required deliverables (as applicable).

Tab 2 – Staffing Plan Matrix – Offerors shall provide a Staffing Plan Matrix that corresponds with the Execution Plan specifying names, position title/labor categories, specific section of the PWS each individual will be supporting for all key personnel and the number of hours they will be projected to work. If individuals will be cross-utilized, account for their hours in each Technical Approach.

Below is an example of the format for the Staffing Plan Matrix. For ease of review, Staffing Matrix shall be grouped by Company (i.e. Prime Company first, Subcontractors next, etc.); then alphabetically by last name. **DO NOT** include any cost data in the Staffing Plan Matrix (see L.1.3.9).

<b>STAFFING PLAN MATRIX</b>					
<b><u>Transition</u></b>					
<u>Name</u>	<u>Company</u>	<u>Position Title / Labor Category</u>	<u>PWS Requirement(s) Responsibility</u>	<u>Key Personnel (Yes/No)</u>	<u>Hours</u>
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.6.6.1	Yes	XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.3.1	No	XX
<b><u>Base Year</u></b>					
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX
Jacobs, Jill	XYZ Inc.	Computer Systems IV&V Engineer	3.5.1	Yes	XX
<b><u>Option 1</u></b>					

Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX
Jacobs, Jill	XYZ Inc.	Computer Systems IV&V Engineer	3.5.1	Yes	XX
<b><u>Option 2</u></b>					
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX
Jacobs, Jill	XYZ Inc.	Computer Systems IV&V Engineer	3.5.1	Yes	XX
<b><u>Option 3</u></b>					
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX
Jacobs,	XYZ Inc.	Computer Systems	3.5.1	Yes	XX



Jill		IV&V Engineer			
<b><u>Option 4</u></b>					
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX
Jacobs, Jill	XYZ Inc.	Computer Systems IV&V Engineer	3.5.1	Yes	XX

Tab 3 – Resumes - The Offeror shall provide, at a minimum, resumes for **ALL** Key Personnel identified in PWS 8.0. Estimated Workload Data. At a minimum, each resume shall contain the following information:

- Full name, proposed Position Title/Labor Category, and description of position responsibilities as they relate to the PWS requirements.
- Summary of Professional Experience (A narrative of relevant education, experience, training, etc. that makes this individual particularly suited for the proposed position. Include dates, job titles and employer)

Offerors may submit resumes for non-Key Personnel if desired; page length and above minimum requirements apply.

#### **L.4.0. VOLUME III – RELEVANT PRESENT AND PAST PERFORMANCE**

##### **L.4.1 VOLUME ORGANIZATION**

The volume shall be organized according to the following outline:-

- a. Table of Contents
- b. Description of Team
- c. Present and Past Performance References
- d. Organizational Structure Change History

##### **L.4.2 DESCRIPTION OF TEAM**

The Offeror shall provide a matrix of all proposed subcontractors/team members and the specific areas within the PWS for which they will be utilized. Offerors shall also provide an approximate percentage of effort, based on cost of the effort and transition, each subcontractor/team member will contribute to the effort. If there are additional subcontractors which are not anticipated to

play a role on the tasks orders but may be utilized in the future, the projected future role of these subcontractors should be clearly addressed. This information will be utilized to determine relevancy for the subcontract references.

In addition, the Offeror shall submit a consent letter, executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing release of adverse past performance information to the Offeror, so the Offeror can respond to such information. For each identified effort for a commercial customer, the Offeror shall also submit a client authorization letter, authorizing release to the Government of requested information on the Offeror's performance.

#### **L.4.3 RELEVANT PRESENT AND PAST PERFORMANCE REFERENCES**

The Offeror shall provide no less than three and no more than five references for the prime Offeror as well as a minimum of two and no more than three references for each of the subcontractors/teaming partners expected to perform aspects of the effort that **the Offeror considers critical** to the overall success of the program. The references shall represent recent contracts (within the past five years) that the Offeror considers most relevant in demonstrating the Offeror's ability to perform the proposed effort.

For each cited reference, the Offeror shall complete the Present and Past Performance Information Form (Form L1) and provide detailed responses under paragraph 4 of the Form L-1 detailing the relevance and performance under the cited Past Performance references. Offerors may use their own format for Form L-1 as long as they include all information required by the Form L-1 in the exact same order specified and comply with the page limit. Offerors have the responsibility to justify the “**relevancy**” of their Form L-1's submitted and shall specifically cite in the Form L-1 submittals, which requirements of this solicitation the past performance references are relevant to as well as detail how those past performance references are relevant in terms of similar scope, magnitude, and complexity. The Prime should therefore coordinate with their subcontractors / teaming partners to ensure the quality and relevance of any submitted Form L-1 references and to ensure the subcontractor references abide by the content and format requirements of L.4.3. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M, Paragraph M.3.5.2, Factor 2: Relevant Present and Past Performance.

In addition to the information provided in the Present and Past Performance Volume, the Offeror shall ensure that each reference identified completes a Present and Past Performance Questionnaire (PPPQ) (Attachment L-2). This questionnaire shall be submitted directly to the government from the reference; questionnaires received from the Offeror will not be considered. However, the responsibility to send out and track the completion of the PPPQs rests solely with the Offeror. Completed PPPQs may be emailed or sent via USPS, in PDF format, to the Contracting Officer and/or Contract Specialist at the addresses shown in Paragraph L.1.1.1.

#### **L.4.4 ORGANIZATIONAL STRUCTURE CHANGE HISTORY**

Many companies have acquired, been acquired by, or otherwise merged with other companies, and reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these

changes have taken place during the time of performance of relevant present or past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a “roadmap” describing all such changes in the organization of the Offeror for the past 5 years and also include a “roadmap” for all team members identified in a Teaming Arrangement or Letter of Commitment for their efforts. As part of this explanation, show how these changes impact the relevance of any efforts the Offeror identifies for past performance evaluation and performance confidence assessment. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the Offeror, these “roadmaps” should be both specifically applicable to the efforts the Offeror identifies and general enough to apply to efforts on which the Government receives information from other sources.

## **L.5.0 VOLUME IV – COST**

### **L.5.1 GENERAL INFORMATION**

The Offeror shall provide a cost proposal should be consistent with the Performance Work Statement and shall include the costs associated with the incoming transition plan proposed in accordance with Section L.3.3.3. The proposal should be prepared simply and economically, providing straightforward, concise delineation of capabilities to satisfactorily perform the contract being sought.

These instructions are to assist the Offeror in submitting information other than cost or pricing data that is required to evaluate the reasonableness and completeness of the proposed costs. Compliance with these instructions is mandatory and failure to comply may render the Offeror’s proposal ineligible for award. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof of credibility of proposed costs and prices rests with the Offeror.

Data beyond that required by this instruction shall not be submitted unless the Offeror considers it essential to document or support the cost position. All information relating to the proposed cost and price, including the required supporting documentation must be included in the section of the proposal designated as the Cost Volume (Volume IV). Under no circumstances shall this information and documentation be included elsewhere in the proposal.

In accordance with FAR 15.403-1(b) and 15.403-3(a) and as detailed below, information other than cost or pricing data is required. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data shall be required (reference FAR 15.403-4). The Offeror shall provide current, complete, and accurate cost or pricing data within the calendar days specified in the Contracting Officer’s request.

### **L.5.2 VOLUME ORGANIZATION**

The volume shall be organized according to the following outline:

- a. Table of Contents
- b. List of Figures, Tables, or Drawings
- c. Glossary
- d. Cost Narrative
- e. Cost or pricing information and supporting data, to include estimating methodology

### **L.5.3 COST NARRATIVE**

#### **L.5.3.1 Assumptions**

The Cost Narrative shall identify all assumptions derived by the Offeror relating to estimated cost and shall reference the applicable paragraph and page number in the Management and Technical Approach sections of the proposal that provides a corresponding discussion of the particular assumption.

#### **L.5.3.2 Inconsistencies**

A cost proposal is presumed to represent an Offeror's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performances and cost, shall be explained in the cost narrative. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. Any significant inconsistency, if unexplained, which raises a concern on the fundamental understanding of the nature and scope of the work required may be grounds for rejection of the proposal or grounds for adjusting the probable cost. The burden of proof as to cost-credibility rests with the Offeror.

#### **L.5.3.3 Government Furnished Property (GFP)/Government Furnished Equipment (GFE)**

The Offeror shall submit a list or description of any Government property that the Offeror or its subcontractors propose to use on a rent-free basis. The list shall identify the accountable contract under which the property is held and the authorization for its use (from the contracting officer having cognizance of the property). The list shall also reflect the dates during which the property will be available for use (including the first, last, and all intervening months) and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent.

The Government will provide computers with applicable software necessary to complete the PWS. The Government will be responsible for ensuring the initial configuration and maintenance of the computers provided. The contractor will be responsible for printers, scanners and all other necessary peripheral devices necessary to operate the computers in the contractor's facility. The Government will be responsible for providing all office equipment and ADPE for individuals working in Government facilities.

#### **L.5.3.4 Contractor Systems**

The cost narrative shall include information for the prime contractor and any teaming members on the following contractor systems:

**L.5.3.4.1 Estimating System.** Provide a summary description of the Offeror's standard estimating system or methods. The summary description shall cover separately each major cost element (e.g., Direct Material, Direct Labor, Indirect Costs, Other Direct Costs, Overhead, G&A, etc.). Also identify any deviations from the standard estimating procedures used in preparing the proposal for this contract. Indicate if the Offeror has Government approval of its system and if so, provide evidence of such approval. Offerors shall indicate whether there are any Forward Pricing Rate Agreements (FPRAs) in place and identify the applicable Defense Contract Audit Agency (DCAA) office of the prime contractor and major subcontractors/teaming partners per paragraph L.2.6.

**L.5.3.4.2 Purchasing System.** Provide a summary description of the Offeror's purchasing system or methods (i.e., how material requirements are determined, how sources are selected, when firm quotes are obtained, what provision is made to ensure quantity and other discounts). Also identify any deviations from its standard procedures in preparing this proposal under this contract. Indicate if the Offeror has Government approval of its system and if so, provide evidence of such approval.

**L.5.3.4.3 Accounting System.** Indicate whether the Offeror has Government approval of its system and if so, provide evidence of such approval. Also identify any deviations from the Offeror's standard procedures in preparing this proposal.

**L.5.3.4.4 Compensation System.** Indicate whether the Offeror has Government approval of its system and if so, provide evidence of such approval. Also identify any deviations from the Offeror's standard procedures in preparing this proposal.

## **L.5.4 COST OR PRICING INFORMATION AND SUPPORTING DOCUMENTATION**

The Offeror shall provide a detailed cost proposal for accomplishing the requirements stated in the PWS that is consistent with the technical approach provided in Volume II. The cost proposal shall delineate labor hours, labor categories, indirect costs, (to include base and percentage used in calculation), other direct costs, G&A, and fee for both prime and subcontractors.

All dollar amounts shall be rounded to the nearest dollar. This shall be costed by Base period and Option periods. The contractor shall provide a spreadsheet at the Contract Line Item Number (CLIN) and summary level.

If subcontractors are utilized, the Offeror shall provide the results of the analysis conducted by the Offeror (prime contractor) establishing reasonableness of proposed subcontract prices (reference FAR 15.404-3(b) and (c)). The Offeror is expected to evaluate its subcontractor costs to establish how it finds these costs to be fair and reasonable and to provide adequate documentation to the CO in support of this. Subcontractors can send their fully disclosed pricing directly to DTRA. This can be mailed per the Section L delivery instructions (Clause 252.204-9000). Sealed subcontractor /team member proposals are still due at the same time as the Prime

Offeror's.

The Offeror shall provide the information required by FAR provision 52.215-22 and submit in Volume IV.

The Offeror shall provide the information required by DFARS provision 252.215-7009, Proposal Adequacy Checklist, and submit in Volume IV.

### **L.5.5 PROFIT OR FEE**

Assume the contract is cost-plus-fixed-fee (CPFF). Offerors shall include their proposed fee (dollar amount and percentage) and shall specify the base upon which the fee percentage is applied. In accordance with DTRA Clause 252.216-9005, there will be no profit or fee on travel.

### **L.5.6 PRICING ASSUMPTIONS**

For purposes of preparing a cost proposal, Offerors shall make the following assumptions:

L5.6.1 Contract Type - A Cost-Plus-Fixed-Fee (CPFF) arrangement is contemplated for the Advisory & Assistance Services (A&AS) Services.

L5.6.2 The Government will consider one (1) FTE is equivalent to 1920 hours unless otherwise stated in proposal.

L5.6.3 Travel Requirements - For travel requirements, use the plug numbers listed below. The travel amounts below cover only the travel expenses (per diem, air fare, car rental, accommodations)

<b>CLIN</b>	<b>TRAVEL</b>
CLIN 0003 Transition O&M	\$25,000.00
CLIN 0004 Transition R&D	\$5,000.00
CLIN 0003 Base Year O&M	\$275,000.00
CLIN 0004 Base Year R&D	\$50,000.00
CLIN 1003 Option 1 O&M	\$289,000.00
CLIN 1004 Option 1 R&D	\$55,000.00
CLIN 2003 Option 2 O&M	\$303,000.00
CLIN 2004 Option 2 R&D	\$55,000.00
CLIN 3003 Option 3 O&M	\$318,000.00
CLIN 3004 Option 3 R&D	\$60,000.00
CLIN 4003 Option 4 O&M	\$334,000.00
CLIN 4004 Option 4 R&D	\$65,000.00

**NOTE:** Any indirect rates associated with travel shall be applied by the Offeror to the base-line amounts above to arrive at the total proposed travel cost. The indirect rates applied shall be clearly delineated in the proposal. Per DTRA Clause 252.216-9005, there will be no profit or fee on travel. This applies to both Primes and Subcontractors/Teaming Partners, etc.

L.5.6.4 The Government has provided estimated FTEs in the PWS to be utilized for pricing. However, Offerors should utilize the estimates **only** as an aid in preparing the proposal, and should **propose the FTEs required for the successful completion of the effort.** FTEs shall be priced as to the location they will be assigned to work as defined in the PWS. Any others shall be priced as off-site to perform at the contractor facilities.

NOTE: The FTE estimates identified in the PWS are provided for pricing purposes only. This data will be deleted from the PWS upon award.

L.5.6.5 Transition Period: Offerors shall price their Transition Plan with a performance period of thirty (30) days. All transition costs shall be identified in the Volume IV Cost Proposal as a distinct cost item. This will then be included in the total cost for the base year CLIN. The Transition line item shall be submitted on a CPFF LOE basis and shall have an initiation date identical to the requirements initiation dates.

L.5.6.6 Other ODCs: Any indirect rates applied to the ODCs plug numbers identified above shall be applied by the Offeror to the baseline amounts above to arrive at the total proposed ODC cost. The indirect rates applied shall be clearly delineated in the proposal.

L.5.6.7 Cost for DTRA Classified Network. Break out any costs related to installing the DTRA Classified Network in a separate line.

## **L.5.7 COST PROPOSAL CROSS REFERENCE MATRIX**

Offerors shall provide a Cost Proposal Cross Reference Matrix that expands upon the Staffing Plan Matrix and includes the rate for each individual and the cost. Additional columns may be included to further delineate cost data the Offeror wants to in their cost proposal. Matrix shall clearly identify and validate the priced labor effort and individuals in the Volume II Subfactor B Technical Approach Staffing Plan are consistent and identical to the submitted Cost Proposal. For ease of review, optimal pricing shall be set up/grouped by Company (i.e. Prime Labor first, Subcontractors next, etc.); then alphabetically by last name. A basic format is provided below and mirrors the table in the technical approach:

<b>COST PROPOSAL CROSS REFERENCE MATRIX</b>							
<b><u>Transition</u></b>							
<u>Name</u>	<u>Company</u>	<u>Position Title / Labor Category</u>	<u>TO PWS Requirement(s) Responsibility</u>	<u>Key Personnel (Yes/No)</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX	\$XX.XX	\$XXXX.XX
		Deputy Site	3.3.1.1	Yes	XX	\$XX.XX	\$XXXX.XX

		Lead - Albuquerque					
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX	\$XX.XX	XXXXX.XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX	\$XX.XX	XXXXX.XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX	\$XX.XX	XXXXX.XX
<b><u>Base Year</u></b>							
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX	\$XX.XX	XXXXX.XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX	\$XX.XX	XXXXX.XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX	\$XX.XX	XXXXX.XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX	\$XX.XX	XXXXX.XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX	\$XX.XX	XXXXX.XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX	\$XX.XX	XXXXX.XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX	\$XX.XX	XXXXX.XX
Jacobs, Jill	XYZ Inc.	Computer Systems IV&V Engineer	3.5.1	Yes	XX	\$XX.XX	XXXXX.XX
<b><u>Option 1</u></b>							
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX	\$XX.XX	XXXXX.XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX	\$XX.XX	XXXXX.XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX	\$XX.XX	XXXXX.XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX	\$XX.XX	XXXXX.XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX	\$XX.XX	XXXXX.XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX	\$XX.XX	XXXXX.XX
Smith, Sam	PDW	Nuclear	3.3.6.1	No	XX	\$XX.XX	XXXXX.XX



	Inc.	Weapons Curator					
Jacobs, Jill	XYZ Inc.	Computer Systems IV&V Engineer	3.5.1	Yes	XX	\$XX.XX	XXXXX.XX
<b><u>Option 2</u></b>							
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX	\$XX.XX	XXXXX.XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX	\$XX.XX	XXXXX.XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX	\$XX.XX	XXXXX.XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX	\$XX.XX	XXXXX.XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX	\$XX.XX	XXXXX.XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX	\$XX.XX	XXXXX.XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX	\$XX.XX	XXXXX.XX
Jacobs, Jill	XYZ Inc.	Computer Systems IV&V Engineer	3.5.1	Yes	XX	\$XX.XX	XXXXX.XX
<b><u>Option 3</u></b>							
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX	\$XX.XX	XXXXX.XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX	\$XX.XX	XXXXX.XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX	\$XX.XX	XXXXX.XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX	\$XX.XX	XXXXX.XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX	\$XX.XX	XXXXX.XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX	\$XX.XX	XXXXX.XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX	\$XX.XX	XXXXX.XX
Jacobs, Jill	XYZ Inc.	Computer Systems	3.5.1	Yes	XX	\$XX.XX	XXXXX.XX

		IV&V Engineer					
<b><u>Option 4</u></b>							
Doe, John	ABC Corp	Senior Nuclear Weapons Policy Instructor	3.3.2.1	No	XX	\$XX.XX	XXXXX.XX
		Deputy Site Lead - Albuquerque	3.3.1.1	Yes	XX	\$XX.XX	XXXXX.XX
King, Natalie	ABC Corp	CWMD-T Exercise Specialist	3.2.2.1	Yes	XX	\$XX.XX	XXXXX.XX
Osborne, Jack	ABC Corp	Administrative Assistants	3.3.7.1	No	XX	\$XX.XX	XXXXX.XX
Matthews, Sara	LMN Corp	Modeling and Simulation Engineer	3.6.6.1	Yes	XX	\$XX.XX	XXXXX.XX
Jones, Bill	PDW Inc.	Lead/Senior Instructor	3.3.3.1	No	XX	\$XX.XX	XXXXX.XX
Smith, Sam	PDW Inc.	Nuclear Weapons Curator	3.3.6.1	No	XX	\$XX.XX	XXXXX.XX
Jacobs, Jill	XYZ Inc.	Computer Systems IV&V Engineer	3.5.1	Yes	XX	\$XX.XX	XXXXX.XX

End of Section L

## Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD**Section M - Evaluation Factors for Award**

## CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation of Options

JUL 1990

**M.1.0 GENERAL**

The Government will evaluate fully, carefully, and impartially all proposals submitted in response to this Request for Proposal (RFP). However, the Contracting Officer may reject non-responsive proposals, (that deviate significantly from the instructions in the RFP, or that clearly do not address the government requirement) from this source selection. This section describes the process of proposal evaluation, the evaluation factors, and the basis for award.

**M.2.0 AWARD OF CONTRACT**

The Government intends to evaluate proposals and award a contract without discussions.

**M.2.1 DISCUSSIONS**

The Offeror is reminded that the Government intends to award this effort based on the initial proposal, as received, without discussion (except clarifications as described in FAR 15.306(a)). Each Offeror should submit its best proposal, as the opportunity to submit a revised proposal is not anticipated. If during the evaluation period it is determined to be in the best interest of the Government to hold discussions, these discussions will be held with only those offerors determined by the Contracting Officer to be in the competitive range.

**M.2.2 COMPETITIVE RANGE**

If discussions are determined to be necessary, the Contracting Officer will determine which proposals are in the “competitive range” on the basis of the evaluation criteria. The competitive range will include all offerors that have a reasonable chance of being selected for award. The Contracting Officer may also eliminate offerors from the competitive range based on results of written or oral discussions if those offerors no longer have reasonable chances of being selected for award.

**M.2.3 BASIS FOR AWARD**

The Government will select the best overall offer based on an integrated assessment of the evaluation factors. This is a best value source selection conducted in accordance with the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS). A contract will be awarded to the Offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the solicitation requirements (including all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation), and is judged, based on the evaluation factors, to represent the best value to the Government, considering both cost and non-cost factors. This may result in an award to a higher-priced Offeror where the decision is consistent with the evaluation factors, and the Source

Selection Authority reasonably determines that the proposal represents the best value to the Government. While the Government source selection evaluation team and the Source Selection Authority (SSA) will strive for maximum objectivity, the source selection process, by its nature, is subjective and; therefore, professional judgment is implicit throughout the entire process.

#### **M.2.4 DD254 SECURITY REQUIREMENTS**

A contractor is eligible for award only if it is compliant with the requirements of the DD Form 254 by the day the Offeror submits their Request for Proposal.

#### **M.2.5 NUMBER OF CONTRACTS TO BE AWARDED**

The Government anticipates awarding one contract under full and open competition. The Government reserves the right to award one or no contract.

#### **M.2.6 REJECTION OF UNREALISTIC OFFERS**

The Government may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

#### **M.2.7 CORRECTION POTENTIAL OF PROPOSALS**

The Government will consider throughout the evaluation the "correction potential" of any deficiency or weakness. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an Offeror's proposal not meeting the Government's requirements is not considered correctable, the Offeror may be eliminated from the competitive range.

#### **M.2.8 TEAMS**

For evaluation purposes, the Government will consider the Offeror and first-tier subcontractors as a whole when a signed Teaming Arrangement or Letter(s) of Commitment, unconditionally binding both parties to performance under this contract should it be awarded to the Offeror, is submitted with the proposal. In the absence of one or the other of these documents, the Offeror and its first-tier subcontractors are not considered a "Team" and will not be evaluated as such.

#### **M.2.9 PRE-AWARD SURVEY**

The Government may conduct a pre-award survey (PAS) as part of this source selection. Results of the PAS (if conducted) will be evaluated to determine each Offeror's capability to meet the requirements of this solicitation. The Government may also perform a Financial Capability Analysis to verify that the Offeror has the necessary financial resources to perform the effort through the life of the contract.

#### **M.3.0 EVALUATION OF PROPOSALS**

M.3.0.1 Offerors are reminded that if they fail to meet the mandatory requirements for Small Business utilization in their initial proposal submission or final proposal revision, if applicable, the proposal will not be evaluated and not considered for award. See L.2.11 and L.2.12

M.3.0.2 Organizational Conflicts of Interest Mitigation Plan will not be treated like a separate evaluation factor; however, it will be reviewed as part of the proposal to determine if the plan meets the requirements of L.2.13.

### **M.3.1 GENERAL CONSIDERATIONS**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, in addition to those identified as factors and subfactors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award. Any exception to solicitation terms and conditions must be fully explained and justified. See L.2.9

The Government will award the contract to the Offeror proposing the approach and capabilities most advantageous to the Government. A Government team will assess all responsive proposals against the solicitation requirements and criteria defined by the evaluation factors and subfactors below.

In addition to the evaluation of the specific factors identified below, the Government will consider compliance with solicitation terms and conditions. General considerations do not receive a color rating or proposal risk rating.

### **M.3.2 EVALUATION FACTORS**

#### **FACTOR 1: MISSION CAPABILITY**

Subfactor A: Management Approach

Subfactor B: Technical Approach – Contingency and Exercise Department, Nuclear Inspections and Education Department and Nuclear Surety Division

Subfactor C: Technical Approach – Nuclear Enterprise Support Directorate, Mission Assurance Department, and Nuclear Logistics Operations Department

#### **FACTOR 2: RELEVANT PRESENT AND PAST PERFORMANCE**

#### **FACTOR 3: COST**

### **M.3.3 RELATIVE ORDER OF IMPORTANCE**

In compliance with FAR 15.304(d), Factor 1 (Mission Capability) is more important than Factor 2 (Relevant Present and Past Performance). Factor 2 is more important than Factor 3 (Cost). Factors 1 and 2, when combined, are significantly more important than Factor 3. However, Factor 3 (Cost) will be carefully considered in the selection decision.

The Subfactors A and B are of equal importance and are significantly more important than Subfactor C.

### **M.3.4 FACTOR AND SUBFACTOR EVALUATION**

The Mission Capability will be evaluated based on each sub-factor under Factor 1. Specific elements to be considered within each sub-factor are provided. Each sub-factor will be assigned a color rating based on the evaluation of the individual elements. The color ratings depict how well the Offeror's proposal meets the elements of the sub-factor and the solicitation requirements and also include evaluation of the associated proposal risk. Sub-factor ratings will NOT be rolled up to an overall Mission Capability rating. The Mission Capability sub-factors are described in paragraph M.3.5.1.

The Relevant Present and Past Performance Factor will be evaluated based on a Performance Confidence Assessment. Performance Confidence represents the Government's confidence in the Offeror's ability to successfully perform as proposed and is based on an assessment of the Offeror's present and past work record. The Relevant Present and Past Performance factor is further described in paragraph M.3.5.2.

Cost will be evaluated as described in paragraph M.3.5.3.

When the integrated assessment of all aspects of the evaluation is accomplished, the Mission Capability sub-factor ratings, relevant past performance rating, and evaluated cost will be considered in the order of importance listed in paragraph M.3.3. Any of these considerations can influence the Source Selection Authority's decision.

### **M.3.5 EVALUATION FACTOR AND SUBFACTOR CRITERIA**

#### **M.3.5.1 FACTOR 1 - MISSION CAPABILITY**

In the Mission Capability evaluation, the Government will determine if the proposed approach is likely to meet the requirements.

The mission capability team will review each Offeror's proposal and assess the strengths, weaknesses, and deficiencies of the proposal in relation to the identified sub-factors. Each subfactor within the mission capability factor will receive a technical rating. The technical rating reflects the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through the assessment of strengths, weaknesses, deficiencies and risks of a proposal. The following rating table will be utilized:

<b>COLOR RATING</b>	<b>RATING</b>	<b>DEFINITION</b>
<b>BLUE</b>	OUTSTANDING	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
<b>PURPLE</b>	GOOD	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
<b>GREEN</b>	ACCEPTABLE	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
<b>YELLOW</b>	MARGINAL	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
<b>RED</b>	UNACCEPTABLE	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

The following definitions will be used in the assessment of strengths, weaknesses and deficiencies:

**Significant strength:** An aspect of an Offeror's proposal that has substantial merit or substantially exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Strength:** An aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

**Weakness:** A flaw in the proposal that increases the risk of unsuccessful contract performance.

**Significant weakness:** A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

**Deficiency:** Material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

NOTE: In determining strengths and weaknesses, the Government will evaluate not only the strength or weakness itself, but also the benefit of the strength to the Government or the impact of the weakness on performance.

Subfactor ratings are not rolled-up into an overall color rating for the Mission Capability factor. Each subfactor will individually contribute to the overall assessment of the Offeror's understanding of the complexity and scope of the program and the feasibility of the Offeror's approach to satisfying the Government's requirements.

**M.3.5.1.1 Subfactor A: Management Approach.**

This subfactor shall be evaluated based upon the Offeror's submittal of a comprehensive Management Approach which specifically defines and details the Offeror's capabilities to successfully manage, perform, and execute the PWS requirements. The following elements will be considered in arriving at a rating, but will not be separately rated.

This Subfactor is met when:

Section 1 - The Offeror defines, details, and demonstrates how the Offeror shall execute the PWS paragraph 3 Scope and possesses the Technical Performance Requirements, disciplines and skill sets identified in PWS paragraph 4.0 Requirements; specifically demonstrates how the Offeror shall integrate and utilize the full range of the Offeror's expertise and personnel to execute the requirements as well as the Offeror's plan to incorporate and apply lessons learned among and between mission set areas / taskings (as applicable); specifically defines, details, and demonstrates the Offeror's plan and capability to execute and staff multiple tasks simultaneously as well as respond to short notice, urgent and emergent requirements. Specifically defines and details the following elements:

- a) Organization structure;
- b) Lines of communication with the Government and integration of effort(s);
- c) Team composition (i.e. Prime and Subcontractor identification, roles and responsibilities;
- d) Subcontract management process and procedures;
- e) Processes for identifying, coordinating, and resolving programmatic problems, and incorporating lessons learned;
- f) Process for communicating issues, corrective actions, and quality assurance practices for the submission of contract deliverables to the Government.

Section 2 - The Offeror defines, details, and demonstrates their process, plan, and capability to provide and staff urgent Surge requirements for additional personnel during performance under this contract with a turnaround time of 90 days or less, identifies the Offeror's plan to recruit, hire, train, and retain a highly qualified workforce capable of accomplishing the requirements of the PWS with the disciplines and skill sets to meet the requirements in the PWS.



Section 3 –The Offeror shall provide an 30-day Incoming Transition Plan that details all aspects of ramp-up including transition risks with mitigations strategies and staffing schedules, training and data capture for all prime and subcontracted efforts as necessary. The Offeror describes plans to certify the proposed facility to store classified information (up to SECRET), accepts and accounts for GFE, and completes staff DTRA badging. The Offeror details how the transition will not impact current schedules, and how and when the Offeror will have processes and procedures in place..

Section 4 – The Offerors identifies the Offeror’s offsite facilities, and define and detail how those facilities meet or shall meet the requirements identified in PWS paragraph 5.3 “Facilities”. The Offeror identifies the steps and timeline to be taken to gain access to the DTRA Classified Network (SNET) in contractor facilities. Additionally, the Offeror identifies and details the location where subcontractors will be positioned, if other than the Prime’s location.

Section 5 - Offerors defines and details their Offeror’s Socio-Economic Utilization Plan reflecting the requirements in paragraphs L.2.11 through L.2.12. In addition, the Offeror identifies the specific tasks/requirements to be accomplished by the small business partners.

**M.3.5.1.2 Subfactor B and C: Technical Approach.** This subfactor shall be evaluated based upon the Offeror’s submittal of a comprehensive Technical Approaches that specifically defines, details, and demonstrates the Offeror’s technical understanding and corresponding Technical Approaches to executing the PWS. The following elements will be considered in arriving at a rating, but will not be separately rated. This Subfactor is met when in each of the six Technical Approaches meet the following criteria.

Tab 1 –Execution Plan - The Offeror provides a comprehensive, detailed narrative that defines, details, and demonstrates the Offeror’s technical understanding of the PWS’s requirements and the Offeror’s corresponding Execution Plan for performing the PWS effort which provides in-depth specificity as to how the Offeror is going to execute the requirements and provide the required deliverables (as applicable). **NOTE:** Solely citing historical performance of same or similar efforts without specifically describing and detailing the Offeror’s proposed Execution Plan for performing the immediate PWS requirements does not constitute an Execution Plan and shall be rated accordingly.

Tab 2 – Staffing Plan – Offerors provides a Staffing Plan Matrix that corresponds with the Execution Plan specifying names, position title/labor categories, specific section of the PWS each individual will be supporting, who are key personnel and the number of hours they will be projected to work. Offerors Staffing Plan provides individuals and hours for Transition and Level of Effort for the entire contract period (transition period, base period and 4 one-year options).

Tab 3 – Resumes - The Offeror provides thorough and complete resumes, at a minimum, for **ALL** Key Personnel identified in PWS 8.0. Estimated Workload Data to support the PWS and as described in paragraph L3.3.3. Resumes will be evaluated for relevancy and experience (work and education) against the PWS Requirement(s) and responsibility identified in the Staffing Plan Matrix. Individuals being proposed who are not current employees of the Prime or Sub-contractor, must have a Letter of Commitment/Intent. If provided, Resumes of non-Key personnel will be evaluated for relevancy and experience (work and education) against the PWS Requirement(s) and responsibilities identified in the Staffing Plan Matrix.

**M.3.5.1.3 Mission Capability Ratings.** The Government will evaluate each Offeror's proposal to determine the degree to which the proposed approach meets or does not meet the minimum performance or capability requirements through an assessment of the strengths, weaknesses, deficiencies, and risks of a proposal. The combined technical/risk rating includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings. Combined technical/risk evaluations shall utilize the combined technical/risk ratings listed:

#### **M.3.5.2 FACTOR 2 - RELEVANT PRESENT AND PAST PERFORMANCE**

This factor evaluates the Offeror's present and past work performance history to draw a Performance Confidence Assessment of the Offeror's ability to successfully perform as proposed. The Government will evaluate the quality of product or service, timeliness of performance, cost control, business practices, management of key personnel, and customer satisfaction based on the Offeror's demonstrated record.

The first aspect is to evaluate the Offeror's past performance to determine how relevant a recent effort performed by the Offeror is to the effort/performance required by this solicitation. In determining relevance, consideration will be given to projects similar to this solicitation's requirements in terms of scope, complexity and magnitude.

- Scope - each Form L-1 past performance referenced effort will be compared to the specific scope/effort proposed to be performed by the Offeror/Subcontractor in executing specific elements of the PWS (i.e. Requirement is for nuclear weapons curriculum development and the L-1 reflects experience in chem/bio curriculum development; could be somewhat in scope or not in scope depending upon explanation.)
- Complexity - each Form L-1 past performance referenced effort will be compared to the complexity of the specific scope/effort proposed to be performed in executing specific elements of the PWS (i.e. Was the intricacies of the task in the L-1 as intricate as the PWS requirement; a large subcontract management requirement; a diverse customer base).
- Magnitude - each Form L-1 past performance referenced effort will be evaluated to assess its comparative magnitude based upon the period of performance and percentage of effort

identified on the Offeror's L-1 submittals as compared to the period of performance and percentage of effort for the relevant scope proposed to be performed in the PWS.

The Government may consider efforts performed for agencies of the federal, state, or local governments and commercial customers. The evaluation may also include review of efforts performed by other divisions, subcontractors, or teaming contractors, if such resources will be brought to bear or significantly influence the performance of the proposed effort.

For the Prime contractor, the relevancy determination will be based upon the entire scope of this effort of both the Prime's past performance executing and managing contracts of similar scope, magnitude, and complexity.

For Subcontractors/Teaming Partners the relevancy determination will focus on the present and past performance work history as it relates to the specific effort(s) the Subcontractor/ Teaming Partner will perform on the PWS.

It is incumbent for the Prime contractor to ensure the entire scope of effort overall for this solicitation is addressed in the Form L-1 past performance references, regardless of whether scope is to be performed by the Prime or a Subcontractor/Teaming Partner, or a combination of both.

The definitions of relevancy are as follows:

<b>RATING</b>	<b>DEFINITION</b>
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The Government will use the relevancy ratings of recent contracts, in combination with performance assessments, to determine an Integrated Performance Confidence Assessment. This Performance Confidence Assessment is the final rating for this factor. Although the Relevant Present and Past Performance evaluation focuses on performance that is relevant in scope to the Mission Capability subfactors, the resulting Performance Confidence Assessment is made at the Factor level and represents an overall evaluation of contractor performance.

Where the relevant performance record indicates performance problems, the Government will consider the number and severity of the problems and the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more

recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

To arrive at an overall performance confidence assessment, the evaluation team will consider:

- The combination of the relevancy and performance history of each reference
- The context of present and past efforts (i.e. previous performance as prime contractor or subcontractor) in relation to the Offeror's proposed role on this effort
- The percentage of effort the prime and each subcontractor is contributing to the effort
- The "whole picture" the individual references collectively provide

Offerors that do not possess a record of relevant performance or for whom information on present and past performance is not available will not be evaluated favorably or unfavorably on Relevant Present and Past Performance. Such Offerors will receive a "Neutral" rating to signify an "Unknown" confidence rating for the Relevant Present and Past Performance factor. A strong record of relevant performance will be considered more advantageous to the Government than a "Neutral/Unknown Confidence" rating. Likewise, more recent and more relevant performance will have a greater impact on the Performance Confidence Assessment than a less recent or less relevant effort. The less relevant a contract is determined to be, the less positive impact the performance associated with that contract will have on the overall performance confidence assessment.

In conducting the Performance Confidence Assessment, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. In assigning a confidence rating, the Government will consider the context of present and past efforts (i.e., previous performance as a prime contractor, subcontractor) in relation to the Offeror's proposed role in this effort. The Government considers the present and past performance and relevancy of the prime contractor more important than proposed subcontractors.

Each Offeror will receive one of the ratings described below:

<b>RATING</b>	<b>DEFINITION</b>
<b>SUBSTANTIAL CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will be able to successfully perform the required effort.
<b>SATISFACTORY CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will be able to successfully perform the required effort.
<b>LIMITED CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will be able to successfully perform the required effort.
<b>NO CONFIDENCE</b>	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

NEUTRAL/UNKNOWN CONFIDENCE	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
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### **M.3.5.3 FACTOR 3 – COST**

The Government will not rate or score cost but will evaluate each Offeror's cost proposal for realism, reasonableness, and completeness.

The Government will evaluate the realism of the proposed cost/price by assessing whether the proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's technical approach.

The Government will evaluate the reasonableness of the proposed cost/price using one or more of the cost/price analysis techniques defined in FAR 15.404. In evaluating reasonableness, the Government will determine if the Offeror's proposed costs and fee, in nature and amount, do not exceed those which would be incurred by a prudent company in the conduct of competitive business.

The Government will evaluate the completeness of each Offeror's cost proposal by assessing whether the Offeror provides the required cost data in sufficient detail to fully support the offer and permit the Government to evaluate the proposal thoroughly.

For evaluation purposes, the Government will determine the most probable cost by adjusting the Offeror's proposed cost and fee, when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of the cost of any contract that is most likely to result from the Offeror's proposal. The most probable cost will be used to determine best value to the Government.

End of Section M